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**INVESTIGATION OF IMPROPER ACTIVITIES IN THE  
LABOR OR MANAGEMENT FIELD**

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pt. 41

**HEARINGS**

**BEFORE THE**

**SELECT COMMITTEE**

**ON IMPROPER ACTIVITIES IN THE  
LABOR OR MANAGEMENT FIELD**

**EIGHTY-FIFTH<sup>U.S.</sup> CONGRESS**

**SECOND SESSION**

**PURSUANT TO SENATE RESOLUTIONS 74 AND 221, 85TH CONGRESS**

---

**NOVEMBER 13, 14, 17, 18, 19, AND 20, 1958**

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**PART 41**

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**Printed for the use of the Select Committee on Improper Activities in the  
Labor or Management Field**



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WASHINGTON : 1959

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# CONTENTS

## SECONDARY BOYCOTT

	Page
Appendix.....	15747
Testimony of—	
Barry, Desmond A.....	15597, 15711
Bauman, Jay S.....	15383
Binns, Joseph.....	15391
Bridge, John.....	15712
Bunch, R. B.....	15561
Carlough, Edward F.....	15474
Clark, W. Foy.....	15646
Coffey, Glen.....	15642, 15645
Coffey, Tom.....	15625
Constantine, James V.....	15365, 15675
Frost, William O.....	15437
Garrison, O. L.....	15454
Gilbert, Roy J.....	15497
Hass, Edward.....	15578
Johnson, E. F.....	15561
Johnson, G. Howard.....	15705
Joy, H. Dean.....	15654
Kamerick, Paul E.....	15408, 15528, 15539, 15565
Kleiler, Frank M.....	15675
Leedom, Boyd.....	15675
May, Albert E.....	15660
McGavin, Peter M.....	15470
Owens, Buck.....	15515, 15529, 15543
Parker, Albert S.....	15696
Sawyer, F. C.....	15413
Shafer, Raymond C.....	15531
Sherry, John H.....	15391
Smith, Zeno.....	15538
Springer, William R.....	15570
Verdina, Robert.....	15399

## EXHIBITS

	Introduced on page	Appears on page
1. Four photographs of the picketing at the Park Avenue entrance of the Waldorf-Astoria Hotel.....	15396	(*)
1A. Photographs taken incident to the picketing at the Waldorf- Astoria Hotel.....	15397	(*)
2. Partial list of deliveries turned back by pickets.....	15398	(*)
3. Letter dated February 28, 1956, addressed to Waldorf- Astoria Hotel, attention: Mr. Wallace W. Lee, Jr., from Robert Verdina, secretary-treasurer local No. 760.....	15408	15747
3A. Letter dated March 7, 1956, addressed to George Laufek, Meadow Gold Products Corp., from Joseph P. Heffernan, president of local 757.....	15408	15748
3B. Letter dated March 7, 1956, addressed to Wallace W. Lee, Jr., Hotel Waldorf-Astoria, from Alfred Kean, general manager, Major Liquor Distributors, Inc.....	15409	15749
4. Standard form of union agreement used by the Sheet Metal Workers Union.....	15436	(*)

\*May be found in the files of the select committee.

	Introduced on page	Appears on page
5. Job classification chart-----	15450	15750
6. Agreement dated December 1, 1956, signed by Wooster Sheet Metal & Roofing Co. and local union No. 70-----	15454	(*)
7. Letter dated December 16, 1955, addressed to B. W. Ohler and signed by Robert Byron, general president, Sheet Metal Workers International Association-----	15457	15751
8. Letter dated August 29, 1956, addressed to Richard J. Gray, president of Building and Construction Trades Depart- ment, AFL-CIO, and signed by O. L. Garrison-----	15457	(*)
9. Telegram addressed to United Steel Workers of America, AFL-CIO and signed by F. C. Sawyer, executive vice president, the Burt Manufacturing Co-----	15458	(*)
10. Letter dated April 17, 1957, addressed to David J. McDon- ald, president, United Steel Workers of America-----	15459	15752
11. Letter dated May 8, 1957, addressed to George Meany, president, American Federation of Labor, and signed by Robert Byron, general president, Sheet Metal Workers International Association-----	15460	(*)
12. Letter dated June 10, 1957, addressed to George Meany, president, AFL-CIO, and signed by David J. McDonald, president, United Steelworkers of America-----	15461	(*)
13. Letter dated July 19, 1957, addressed to George Meany, president, American Federation of Labor and signed by Robert Byron, general president, Sheet Metal Workers International Association-----	15461	(*)
14. Letter dated September 16, 1957, addressed to David J. McDonald, president, United Steelworkers of America and signed by George Meany, president, American Feder- ation of Labor-----	15462	(*)
15. Rock that was thrown through the windshield of a car-----	15508	(*)
16. Southeastern Motor Transport, Inc., income and expenses, year 1954-----	15511	(*)
17. Excerpts from recording relating to details in the manner of handling dynamite and pay Owens received from Shafer--	15544	(*)
18. Excerpts from recording relating to allegation that Raymond Shafer secured services of W. R. Springer to transport a load of dynamite from Odessa to San Antonio, Tex-----	15545	(*)
19. Excerpt from recording relating to temporary storage of the stolen dynamite-----	15547	(*)
20. Excerpt from recording relating to an explosion which damaged the warehouse of the Austin Fireproof Storage Co. in Austin, Tex-----	15551	(*)
21. Excerpt from recording relating to explosion in Austin, Tex--	15555	(*)
22. Excerpt from recording relating to alleged acts of violence committed against trucking firms in the San Antonio area-----	15556	(*)
23. Excerpt from recording relating to alleged arson at the Lee Way Terminal and alleged attempt to bomb the Alamo Terminal-----	15557	(*)
24. Excerpt from recording relating to arrangements Shafer effected for setting fire to some trucks owned by South- western Motor Transport of Aan Antonio-----	15558	(*)
25. Excerpt from recording relating to information received by Shafer that dynamite he sold to representatives of the Teamsters Union in Shreveport, La., exploded accidentally-----	15560	(*)
26. Registration card from the El Montan Motor Court, dated January 4, 1955, in the name of E. F. Johnson & R. B. Bunch-----	15563	15753
27. One-way trailer lease contract between E. F. Johnson and U-Haul Co., dated January 5, 1955-----	15564	15754
28. Letter dated January 30, 1958, addressed to Mr. Paul E. Kamerick, from L. L. Taylor, Arcoa, Inc., Portland, Oreg-----	15566	15755

	Introduced on page	Appears on page
29. Report furnished by the sheriff's office in Shreveport, in which is described an explosion which took place February 3, 1955, near Summer Grove on old U.S. Highway 171.....	15567	(*)
30. Excerpt from recording relating to alleged arson at the Lee Way Terminal.....	15582	(*)
31. Excerpt from recording relating to conversation regarding the incidents surrounding the bombing of the Austin fireproof warehouse and the theft of dynamite at Odessa, Tex.....	15583	(*)
32. Excerpt from recording relating to further details concerning the bombing of the warehouse in Austin.....	15587	(*)
33. Excerpt from recording relating to the complaint of Eddie Hass that he was deprived of the portion of his income because he was not hired by Shafer.....	15588	(*)
34. Excerpt from recording relating a conversation between Buck Owens and Eddie Hass.....	15590	(*)
35A. Picture of explosives.....	15592	(*)
35B. Picture of explosives.....	15592	(*)
35C. Picture of Frank Gensberg's residence in San Antonio with garage apartment in the rear.....	15593	(*)
36. Compilation entitled "Effect of Secondary Boycott Against Coffey's Transfer Co".....	15630	(*)
37. A file of carbon copies of letters secured under subpoena from John Bridge, Chicago.....	15645	(*)
38. Copies of notes made at the time of the strike on January 27, 1956, against Darling by Local 41 of the Teamsters in Kansas City.....	15654	(*)
39. Document entitled "Secondary Boycott of Teamsters Union Against Ford Storage & Moving Co., Omaha, Nebr.".....	15661	(*)
40. Letter dated December 10, 1955, addressed to G. Howard Johnson, president, Independent Truckers, Inc., from John Bridge, executive chairman, Motor Carrier Labor Advisory Council, Chicago, Ill.....	15720	15756
41. Letter dated June 13, 1957, addressed to John L. Keeshin, Eagle River, Wis., from John Bridge, executive chairman, Motor Carrier Labor Advisory Council.....	15723	15757
42. Letter dated February 22, 1957, addressed to J. L. Keeshin, president, C. A. Conklin Truck Line, Inc., from John Bridge, executive chairman, Motor Carrier Labor Advisory Council.....	15733	15758
43. Letter dated September 4, 1956, addressed to Albert E. May, of Swarr, May, Royce, Smith & Story, Omaha, Nebr., from Carl L. Steiner, of Axelrod, Goodman & Steiner, Chicago, Ill.....	15735	(*)
Proceedings of—		
November 13, 1958.....		15363
November 14, 1958.....		15413
November 17, 1958.....		15497
November 18, 1958.....		15531
November 19, 1958.....		15597
November 20, 1958.....		15675

\*May be found in the files of the select committee.





# INVESTIGATION OF IMPROPER ACTIVITIES IN THE LABOR OR MANAGEMENT FIELD

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THURSDAY, NOVEMBER 13, 1958

U.S. SENATE,  
SELECT COMMITTEE ON IMPROPER ACTIVITIES  
IN THE LABOR OR MANAGEMENT FIELD,  
*Washington, D.C.*

The select committee met at 2 p.m., pursuant to Senate Resolution 221, agreed to January 29, 1958, in the caucus room, Senate Office Building, Senator John L. McClellan (chairman of the select committee) presiding.

Present: Senator John L. McClellan, Democrat, Arkansas; Senator Sam J. Ervin, Jr., Democrat, North Carolina; Senator Carl T. Curtis, Republican, Nebraska.

Also present: Robert F. Kennedy, chief counsel; Jerome Adlerman, chief assistant counsel; Paul Kamerick, assistant counsel; John J. McGovern, assistant counsel; Ruth Y. Watt, chief clerk.

The CHAIRMAN. The committee will come to order.

(Members of the committee present at the convening of the session are: Senators McClellan, Ervin, and Curtis.)

The CHAIRMAN. The Chair will make a brief opening statement.

We are today resuming hearings of the committee authorized and directed by the resolution creating the committee and we are also beginning a new series of hearings. In this series the committee will hear testimony on practices involving secondary boycotts. This field has proven a very troublesome one to labor, to management, to the public, as well as to the courts and legislative bodies and administrative agencies. The number of complaints concerning this type of activity have been numerous, which prompts the committee to explore into this area to determine the need for corrective legislation.

To place matters in proper perspective, I will touch briefly upon the elementary law as it exists at the present time. The primary boycotts have been defined as "a refusal to deal with or patronize a business." They have been legal under both common law and our statute law.

However, the problems involving so-called "secondary boycotts" have led to many complaints. Secondary boycotts are not clearly defined in law. One of the reasons is that it has taken many forms, the subject of a great deal of legislation, and a matter of much discussion by the courts. In its simplest definition, "secondary boycott" has been described as:

An intent to boycott one who is not a direct party to the principal or primary dispute.

It has also been defined as a—

combination to influence A by exerting some sort of economic or social pressure against persons who deal with A.

Under the Sherman Antitrust Act of 1890 the courts prohibited secondary boycotts as a restraint of trade in interstate commerce (*Danbury Hatters* case, 208 U.S. 274 and *Gompers* case, 221 U.S. 418).

Congress by the Clayton Act of 1914 under section 6 and section 20 specifically exempted normal and legitimate union actions from the Sherman Act. Even under the exemptions of the Clayton Act the Supreme Court ruled that certain union actions constituted an illegal secondary boycott (*Duplex Printing*, 254 U.S. 443).

Congress again in 1932 under the Norris-LaGuardia Act gave unions broad protection against injunctions in secondary boycott cases.

However, when Congress passed the Labor-Management Relations Act of 1947 it imposed certain restrictions and bans against the union's use of secondary boycott and I refer to sections 8(B) and 8(B) 4(B).

Under 4(A) it is a violation to induce employees of any employer to refuse to process goods where the object is to force another employer to join a labor or employer organization or to induce any employer to cease doing business with another employer.

Section 8(B)4(B) forbids a union to induce employees of employer B to strike with an aim to induce employer A to recognize a union that holds no certification of majority bargaining rights from the NLRB.

Phases to be covered in these hearings, for example, in the New York area, will touch upon the problem of picketing "common sites," that is, a site in which several companies not parties to a labor dispute may be situated and whose business may be affected by a picket line aimed at only one employer, with a resulting great damage to innocent parties. An important factor is to determine whether this has the effect of putting improper pressure on a party being struck to compel it to accede to the striking union's demands, however reasonable or unreasonable they may be.

In this and other cases to be heard we will examine into the use of secondary boycotts in jurisdictional fights between different unions and whether coercion is exerted to force members to give up their right to choose their own union, as well as the pressures that are put on an employer who must, under the NLRB law, remain neutral and enter into contracts with the unions decreed by the NLRB to be the bargaining representative.

We will also examine into activities of employers acting in combination with unions to engage in secondary boycotts to eliminate competition or otherwise improperly restrain trade.

In the case involving the Burt Manufacturing Co. we will examine into a situation where an employer and his employees are on the horns of a jurisdictional fight between two labor unions—the Steel Workers Union on the one hand, and the Sheet Metal Workers Union on the other hand. The committee will seek to study the effects of such jurisdictional fight on rank and file members of labor, their labor organization, and on management and the public.

In the course of our hearings we will examine into the use of violence as an element in secondary boycott and the use of hot-cargo

clauses in union contracts. The committee will also seek to determine whether such hot-cargo clauses are an improper interference with interstate commerce in "interlining shipments" which are decreed by license by the Interstate Commerce Commission.

For the purpose of better understanding of the issues it is perhaps well to explain the terms "interlining" and "hot-cargo." The interstate common carriers come under the jurisdiction of the Interstate Commerce Commission which license the carrying of goods from one area to another. Where one trucking company is licensed to ship to a certain point, it delivers its cargo to a freight depot where it is picked up by another carrier and delivered to the farther point. Such transshipment from one carrier to another is called interlining.

The practice has grown of the inclusion of a hot-cargo clause in contracts between unions and trucking and warehouse companies which is essentially an agreement with an employer to free his employees from the obligation of handling of "hot goods" or "hot cargo" being manufactured or transferred by a struck employer.

The committee will hear with interest testimony during the next few days on these and other aspects of secondary boycotts as currently practiced and it will study the testimony to determine whether present laws are adequate to protect the public interest.

The CHAIRMAN. Senator Curtis, do you have any statement?

Senator CURTIS. I have no further statement, Mr. Chairman.

The CHAIRMAN. Senator Ervin, do you have a statement?

Senator ERVIN. No, Mr. Chairman.

Mr. KENNEDY. The first witness, Mr. Chairman, is from the National Labor Relations Board, in order to inquire generally into some of these fields, and his name is Mr. Constantine. He will precede the first case we will have this afternoon.

The CHAIRMAN. All right, Mr. Constantine, will you come around, please?

Do you solemnly swear that the evidence, given before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. CONSTANTINE. I do.

### TESTIMONY OF JAMES V. CONSTANTINE

The CHAIRMAN. The Chair may further state that possibly some of the testimony we shall hear in this series of hearings will not be as spectacular as we have heard in other hearings, but the committee regards this testimony as of considerable importance to its task, and to its responsibility for inquiring into practices that may be improper and for making recommendations with respect thereto to the Congress.

Will you state your name, and your place of residence, and your present occupation, please?

Mr. CONSTANTINE. James V. Constantine, I live at 7039 Wilson Lane in Bethesda and I am presently Solicitor of the National Labor Relations Board.

The CHAIRMAN. How long have you held that position, Mr. Constantine?

Mr. CONSTANTINE. Three years.

The CHAIRMAN. What business or profession did you pursue previously?



Mr. CONSTANTINE. Before that I was an attorney in the Division of Law of the National Labor Relations Board for about 7 years.

The CHAIRMAN. All right, thank you very much.

Mr. Counsel, you may proceed.

Mr. KENNEDY. Mr. Constantine, as you know from the conversations that you have had with the staff of the committee, we are interested in this question of boycotts and secondary boycotts. I was wondering if you could tell the committee in brief form what a secondary boycott is and some of the typical problem cases that you have had before the National Labor Relations Board where there has been some question, perhaps not of a loophole in the law, but where there has been some contention in connection with secondary boycotts as to whether a particular situation is in fact a secondary boycott.

Mr. CONSTANTINE. Well, the statute doesn't use the word "secondary boycott," or the word "boycott" or "secondary," counsel, but those words have come to be used by the Board and the courts because they were used by the House of Representatives and the Senate in the legislative history which preceded the passage of the Taft-Hartley Act.

The CHAIRMAN. That is in the discussion of the issue, they referred to it on the floor of the House and Senate as a boycott, primary or secondary. That is when you say the legislative history?

Mr. CONSTANTINE. Yes, sir; in the discussions and also in the committee reports.

The CHAIRMAN. Although the law does not use that term?

Mr. CONSTANTINE. It does not; no, sir.

The CHAIRMAN. All right.

Mr. CONSTANTINE. To use ordinary instead of technical language, I suppose a secondary boycott may be referred to as a situation where pressure is put on one person so that he will cease doing business with another person with whom a labor organization has some kind of a dispute.

Mr. KENNEDY. What are the various forms that that may take, as a practical matter?

Mr. CONSTANTINE. Well, some of the pressures, counsel, are perfectly lawful. If they are illegal, then they become prescribed as secondary boycotts, which the chairman of the committee referred to as being prescribed by section 8(B) and 4(A). I suppose a typical case would be where there is a strike at employer A, regardless of what the strike is over, and the union goes to employer B with whom employer A is doing business, and seeks to have employer B stop doing business with A.

The CHAIRMAN. In other words, employer B possibly is the purchaser of employer A's products?

Mr. CONSTANTINE. Or could be a supplier of products to A.

The CHAIRMAN. And therefore the effort is made to induce the customer of A to cease doing business with him?

Mr. CONSTANTINE. In order to aid the union in its campaign against A, to have A succumb to the union demands.

The CHAIRMAN. In order to apply economic pressure, that is what it amounts to?

Mr. CONSTANTINE. Yes. If the pressure on the secondary employer is in the form of a strike or inducement or encouragement of his employees to strike, regardless of whether the inducement is successful or not, that amounts to secondary boycott.

The CHAIRMAN. That violates existing statutes?

Mr. CONSTANTINE. Yes.

The CHAIRMAN. Is that your interpretation of it?

Mr. CONSTANTINE. Yes, sir.

The CHAIRMAN. Existing law is adequate to cover that particular action?

Mr. CONSTANTINE. It is adequate to cover the situation where the employees of B are asked to strike or actually go on strike.

Senator CURTIS. Mr. Chairman, may I ask at that point this question: For the sake of the record I want to get your hypothetical case correct. You are referring to where employees of B are asked to strike in order to apply pressure on A?

Mr. CONSTANTINE. Yes, sir.

(Members of the select committee present at this point in the proceedings: Senators McClellan, Ervin, and Curtis.)

Senator CURTIS. But suppose that there is no pressure applied to the employees of B?

Mr. CONSTANTINE. The pressure is limited to B himself.

Senator CURTIS. Yes.

Mr. CONSTANTINE. That is not a violation, Senator.

Senator CURTIS. Some of the complained-of happenings fall in that category?

Mr. CONSTANTINE. Yes. I had intended to elaborate later on upon all of the ramifications upon when you can and cannot use pressure and the different kinds of pressure which are used.

Senator CURTIS. In other words, in the Taft-Hartley law the Congress prohibited the applying of pressure usually on employees of a neutral, but they failed to prohibit the applying of pressure on the management of a neutral?

Mr. CONSTANTINE. Yes, that is a correct statement, Senator.

Senator CURTIS. You have read the debates at that time, I take it.

Mr. CONSTANTINE. I am familiar with them. I have not read them word for word.

Senator CURTIS. I think Senator Taft said at the time that there was no such thing as a good secondary boycott.

Mr. CONSTANTINE. Yes; I recall that statement of Senator Taft's.

Senator CURTIS. What I mean is, there were efforts to prohibit the use of secondary boycotts in the 1947 act; is that true?

Mr. CONSTANTINE. Yes. I think the statement that Senator Taft made was to this effect: that the committee had had several witnesses testifying on the subject of secondary boycotts and was unable to distinguish between good and bad, and therefore they condemned, to use Senator Taft's words, all secondary boycotts.

Senator CURTIS. But the language that was finally ended up with did not prohibit them?

Mr. CONSTANTINE. No, sir.

Senator CURTIS. In other words, if there is a concern where there is a labor-management conflict, the union involved cannot go down the street to a neutral and induce those employees to cease doing business with the principal employer, but they can go in to management and apply pressure?

Mr. CONSTANTINE. Yes. The pressure may even go so far as to threaten management with a strike or picketing. But they just can't strike or picket, of course.

Senator CURTIS. Yes.

The CHAIRMAN. I think the Chair will try to refrain from interrupting any further unless I need some clarification so we can get the broad picture of what you encounter in your official position now and the petitions and actions you have observed.

Mr. CONSTANTINE. There are problems, Senator, involved. For example, the first problem is to determine what is a labor organization, because the statute says that only a labor organization or its agents can commit an unfair labor practice, and one of the unfair labor practices enumerated in the statute is this so-called secondary boycott.

In order to find out what a labor organization is you have to know what an employee is. The statute defines an employee as any worker, but excludes from the definition agricultural workers, railroad workers, Government employees, domestics, and independent contractors. Therefore, if you have an organization composed entirely of agricultural workers you don't have a labor organization. If that union, composed entirely of agricultural workers, should engage in conduct which otherwise would be a secondary boycott—in other words, to use this case that I have been using, if an organization composed entirely of agricultural workers should picket B in order to get B to cease doing business with A, that would not be a violation, because a labor organization is not engaged in that conduct.

Mr. KENNEDY. What about a Government installation?

Mr. CONSTANTINE. That involves another section or another clause, Mr. Kennedy, as to whether the Government is a person or employer.

Under the definition in another part of the statute the Government is not an employer or a person, and therefore technically there is no violation when the union pickets a Government installation, because there is no attempt to have an employer cease doing business with another employer. However, that was the original view of the National Labor Relations Board. Either this year or last year—in other words, very recently—the Board has taken the position that although the Government is not an employer, it may be under some circumstances a person, and in those cases the Board has found a secondary violation.

Mr. KENNEDY. Have there been cases where they have found that there has not been a secondary violation with all the attributes that you have described?

Mr. CONSTANTINE. Yes. If the person picketed was the Government, as distinguished from employees on some Government reservation, the Government not being a person obviously, the persons picketed were not employees, even though they were Government workers.

Mr. KENNEDY. So what is the result?

Mr. CONSTANTINE. The result would be no secondary violation, on that bare statement of facts. If, however, there were other employees present, which is not unusual at Government installations, the picketing of the installation could be, under certain circumstances, a violation.

I will discuss that pretty soon when I come to the question of common situs, or I will do it now, as you wish.



Mr. KENNEDY. As we are going later on in these hearings into the question of hot cargo, common situs, and some jurisdiction questions—

Mr. CONSTANTINE. You are coming to the question of common situs.

Mr. KENNEDY. Why don't you briefly discuss first hot cargo, then common situs, and then jurisdiction, and then we will go into the secondary boycotts not covered by the law.

Then let us go into those secondary boycotts which are not covered by the law.

Mr. CONSTANTINE. I will do that, Mr. Kennedy, but I would like to give briefly the statutory requirements of a secondary boycott so when I discuss later on what is going on you will understand why there is or is not a violation.

In order to have a statutory secondary boycott you must have conduct by a labor organization. I said a labor organization is where you must have some employees in there regardless of whether they are all employees. If there are no employees in the organization, it is not a labor organization.

Secondly, the labor organization must either engage in a strike or attempt to induce or encourage a strike of a neutral employer.

In ascertaining what is an employer, again you must bear in mind that you are not an employer unless you have employees, so, technically, the U.S. Government is not an employer because of the fact that a Government employee is not an employee under the act.

Similarly, a railway is not an employer under our act because it has no employees. The same for a farmer.

The third requirement is not only that a labor organization must engage in a strike or induce or encourage employees of a neutral employer to engage in a strike, but an object—not the object—an object of this conduct must be to force or require the neutral employer to cease doing business with a primary employer, or the employer with whom the union has the dispute.

With that introduction, then, I will be glad to come to the question of "hot cargo."

Mr. KENNEDY. Will you discuss the "hot cargo," please?

Mr. CONSTANTINE. Hot cargo clauses are not all uniform, but generally they provide that an employer with whom a union has a collective bargaining contract will not handle the goods of another employer or the services of another employer with whom the union has a dispute itself or with whom some other union has a dispute, and that the union shall be free to have the employees of the employer with whom the union has a contract refuse to handle those goods or refuse to perform services.

Mr. KENNEDY. What is the situation as far as the law is concerned in connection with "hot cargo" cases?

Mr. CONSTANTINE. When you say "law," you are referring to the National Labor Relations Board and not the Interstate Commerce Commission. They have a little different view of the things.

Mr. KENNEDY. There is a different opinion by the ICC and the National Labor Relations Board in connection with hot cargo?

The CHAIRMAN. State the National Labor Relations Board first and then follow with the ICC.

Mr. CONSTANTINE. The National Labor Relations Board in a divided opinion has held that the contracts are valid, as such, and that an employer voluntarily may abide by them. But if an employer elects not to abide by them the union may not tell employees not to handle pursuant to the contract, and it may not only tell them it may not engage in a strike to enforce that clause.

Mr. KENNEDY. Therefore, if the employer decides to enter into the agreement, he can be approached and can decide not to handle the cargo of the—the hot cargo.

Mr. CONSTANTINE. If the approach is limited to him.

Mr. KENNEDY. But the employees cannot be approached?

Mr. CONSTANTINE. That is it; yes.

Mr. KENNEDY. That is the decision of the National Labor Relations Board?

Mr. CONSTANTINE. Yes, and it was recently upheld by the United States Supreme Court.

Mr. KENNEDY. The ICC is different?

Mr. CONSTANTINE. The ICC, as I recall, has held that such a contract violates the Interstate Commerce Act.

Mr. KENNEDY. They say these goods must be carried?

Mr. CONSTANTINE. They must be carried. To put it more technically, they have said that a tariff may not contain such a provision and if it does it will not defeat an action for reparation by an injured carrier. That is the way they put it. It amounted to the same thing—that this provision is invalid under their act.

The CHAIRMAN. Do you regard that difference as a subject requiring legislation to clarify it? That it should be uniform with respect to the National Labor Relations Board and the ICC? In other words, we should have one law?

Mr. CONSTANTINE. Senator, it is like this: Under our law any pressure put on an employer, a secondary employer, which does not extend to his employees, is proper.

The CHAIRMAN. I understand.

Mr. CONSTANTINE. If this committee feels it is improper, that is a legislative matter. But there is nothing inconsistent between the two laws today, because under our act a union may go to any employer who is dealing in the goods of an employer that the union has a dispute with and ask him with impunity not to handle those.

The CHAIRMAN. I understand. I was trying to ascertain whether the differences needed reconciliation by an act of Congress.

Mr. CONSTANTINE. I don't know. That is a legislative matter, Senator.

The CHAIRMAN. I was just trying to get your opinion on it. You are more familiar with what the situation is.

Mr. CONSTANTINE. I don't have any opinion, Senator.

The CHAIRMAN. All right.

Senator CURTIS. Mr. Chairman, I hate to digress, but I want to clarify one thing.

What did you mean by the term that it was proper to apply pressure on an employer?

Mr. CONSTANTINE. What I meant was that——

Senator CURTIS. You mean it was not prohibited by the statute?

Mr. CONSTANTINE. It was not prohibited by the statute, our statute.



Senator CURTIS. You nor the Board have passed on the propriety of it from the standpoint of the general meaning of the term "propriety"?

Mr. CONSTANTINE. No. Perhaps I used the wrong term. It is not illegal under our act, to put it that way, Senator. To use the specific case, let us take the case of Woodward & Lothrop using stockings made by a southern mill with which a union has a dispute; if Woodward & Lothrop is merely asked not to handle those, that is not a violation. If Woodie says that it will nevertheless handle those, and then the union engages in picketing at Woodie's, that is unlawful.

Mr. KENNEDY. Not necessarily. It depends on what they wear on their signs; does it not? It would not necessarily be unlawful, the mere fact that they picketed Woodie's.

Mr. CONSTANTINE. Yes; it depends on the sign. I was assuming that they were accusing Woodie's of being unfair. If the sign merely said any personnel entering this store please don't buy X products, but buy anything else, that is what the Board calls a "consumer boycott" and is legal.

Mr. KENNEDY. So they could picket Woodie's store?

Mr. CONSTANTINE. Under those circumstances.

Senator CURTIS. You used the word "strike." The existence or non-existence of a strike does not depend on what is printed on the sign?

Mr. CONSTANTINE. No. But the Board has taken the position that if you are careful to say on your signs that you are only engaging in a consumer boycott and that you are not seeking to induce or encourage employees to refuse to work there; it is lawful.

Senator CURTIS. You are talking about a picketing and not necessarily striking.

Mr. CONSTANTINE. Yes. Picketing of a secondary employer with consumer boycott signs.

Senator CURTIS. That consumer boycott sign; are you familiar with that radio and TV case in Mobile, Ala.?

Mr. CONSTANTINE. No, sir.

Senator CURTIS. That has not reached your Board?

Mr. CONSTANTINE. It may have. I am not familiar with it, though.

Senator CURTIS. That was a situation where a union lost an election in station WKRG and WKRG-TV in Mobile. They immediately began picketing the stations and also attempting to bring economic pressure on sponsors of programs who continued to advertise on those stations.

Would that be called a consumer boycott?

Mr. CONSTANTINE. It would, and it could be in violation of another section of the act. I have not mentioned that because I was under the impression that we were discussing only secondary boycotts.

Senator CURTIS. I will withdraw any part of the question about any other section of the act because, Mr. Chairman, I am guilty of digressing again.

Mr. CONSTANTINE. Under the Curtis case it could be a violation, but it is under another section. When I say Curtis, I don't mean Senator Curtis. I mean Curtis Bros. That is just coincidental.

Senator CURTIS. It might not be.

Senator ERVIN. Don't you have some conflict there, due to the different rules under the Taft-Hartley law, permitting hot-cargo con-

tracts, and the Interstate Commerce Commission rule prohibiting them in the case of truckers? Isn't there a conflict?

In other words, who handles the truckers who engage in interstate commerce and who have hot-cargo contracts with their employees?

Mr. CONSTANTINE. There is a conflict in this sense, Senator, that under our act Congress has not made it unlawful for a union to put pressure on the employer as long as that pressure is limited to him and doesn't extend to his employees.

Therefore, a union which has a contract with an employer could ask him to live up to that contract. The labor board will do nothing about that.

On the other hand, the Interstate Commerce Commission has taken the position that under its act and its regulations, a common carrier may not enter into such a contract or at least may not have such clauses in its contracts. To that extent I suppose you can say there is a conflict. Whether it should be resolved or not, I suppose is a legitimate question.

Senator ERVIN. Of course, under your general principle of the Interstate Commerce Act, a common carrier is obligated to receive and transport anything tendered to him by anybody, if he has the facilities?

Mr. CONSTANTINE. I assume so, yes.

Senator ERVIN. And then it would seem to me that there is a possibility of grave conflict there, if the employer or trucker can make or enter into a "hot-cargo" contract with his employees. Does that justify him in refusing to transport the goods in interstate commerce where he is a common carrier?

Mr. CONSTANTINE. You mean under our law?

Senator ERVIN. Yes.

Mr. CONSTANTINE. Under our law he may voluntarily enter into hot-cargo clauses and may voluntarily honor them.

Senator ERVIN. But he can't under the Interstate Commerce Act?

Mr. CONSTANTINE. That is the way I read their decisions.

Senator ERVIN. Well, it would seem to me that in the case of a common carrier, which most all of your truckers are, you have a situation under one law where he is permitted to do it and under another one he is prohibited?

Mr. CONSTANTINE. The difference is that under our act a contract in itself isn't bad until something happens to enforce it. If pressure is put on an employer, as I said before, even pressure amounting to threats of picketing or strike, no violation has occurred, even though he is a secondary neutral employer.

If, however, he resists that pressure and the union decides to picket him, or to call a strike, or attempt to call a strike, then he runs afoul of our law. But that is because the laws work that way.

Senator ERVIN. But it seems to me it is a rather peculiar thing for Congress to have two different laws. The hot-cargo contract is valid under one law, as to his employees, but invalid as to his customers. That is the effect of it?

Mr. CONSTANTINE. Well, it could be.

Mr. KENNEDY. Now, after the "hot-cargo" case, I would like to have you discuss the common-site cases and what is meant by that. That is where a subcontractor is within a large installation or a store within a hotel. What is the situation as far as that is concerned?

Mr. CONSTANTINE. In the hypothetical case I gave you of A and B, I assumed A had his own premises and there was no one else there. However, that is not always so, and sometimes you find that B and A are together, either temporarily or over a period of time, or perhaps permanently as landlord and tenant for example. Or several people would be tenants in a building, or several contractors and sub-contractors on the building project.

Such cases, there are two or dual congressional objectives which must be balanced against each other. One objective or one congressional objective is to preserve the right of a union to strike and picket an employer with whom it has a dispute. Another congressional objective is to preserve the right of a neutral or innocent employer to be free from being involved in these disputes between a union and some other employer.

In the case I gave you, the union has a right to strike A and to picket him in case of a dispute between them. On the other hand, B, the neutral secondary employer, has a right to be free from being involved or immeshed in that dispute.

Upon balancing those two rights, the Board has come up with the following rule: That where A and B are together, and the union has a dispute with A, it may picket A, provided that it follows the rule which is known as the rule of the Moore Drydock case. That rule is something like this: First, that A must be engaged in his usual business at the site; second, that the picketing must be confined to the times when A is engaged in business; third, that the picketing must be as close as can be to A's place of business; and fourth, that the picket signs must clearly show that the dispute is with A, and A only.

If those four conditions are observed, the union which has a dispute with A may picket A even though the effect of the picketing may be adverse to B or C, or any other person who is innocent and is on the premises.

Mr. KENNEDY. Would you give us the case that you had out in San Diego, just not in detail but what the situation was?

Mr. CONSTANTINE. I referred to you a building project in San Diego where a one-man outfit was engaged in cleaning the windows when the buildings were almost through. The union had a dispute with him and started picketing him. They complied with all of the requirements of the Moore Drydock case and yet no one came on the project so that everything came to a standstill as a result of the dispute between the union and this one man. Incidentally, he was a one-armed man.

Mr. KENNEDY. So all of the construction work stopped.

The CHAIRMAN. A one-armed man was a window washer?

Mr. CONSTANTINE. He was a cleaner. He used something like a razor to clean off the windows when they were all through with the windows.

Senator CURTIS. Was he the one they were applying pressure against?

Mr. CONSTANTINE. Yes.

Senator CURTIS. Does that come within the problem of the term "concerted refusal"?

Mr. CONSTANTINE. Not quite, Senator. I would say it comes within the question of common situs, where A and B are together and the



union has a dispute with A only. In this case, A was the one-armed contractor, and it was more than just B. There was B, C, D, and E, and the painter and bricklayer and contractor, and all of those. Their employees just wouldn't cross that picket line even though it since specifically said that the dispute was only with A.

Senator CURTIS. I understand that. Now, there is a situation where it is unlawful to apply pressure on several or a group of employees of a neutral employer but the law does not prohibit applying pressure on a few single key individuals that might bring about the same result, isn't that correct?

Mr. CONSTANTINE. Well, the law says "employees," using the plural, must be induced. Obviously, if you induce only one employee or call him out on strike, it is not a violation.

Senator CURTIS. Well, the law does have the words "concerted refusal," doesn't it?

Mr. CONSTANTINE. "Concerted refusal," which means you have to have two employees. "Concerted refusal in the course of their employment," I think that is the phrase.

Senator CURTIS. But a refusal on the part of one key employee might bring about the same result, from a practical standpoint?

Mr. CONSTANTINE. It could, but it would have to be just one, because the Board has taken the position, Senator, that even though there is only one employee at one place, if there are employees at other places the other employees may be added to that one to find a secondary boycott, and they look at the overall pattern and not just this one employer where there is only one employee induced.

Senator CURTIS. It is the term "in the course of their employment" that takes agricultural workers and railroad workers and things out of the prohibition, isn't that right?

Mr. CONSTANTINE. Well, it does, but there is also another phrase that takes them out, and that is the word "employee," which is defined to exclude agricultural workers, railroad workers, Government employees, and so on.

Senator CURTIS. Your rulings have been in other words that an employee is an employee that is under the jurisdiction of the NLRB?

Mr. CONSTANTINE. That is right.

Senator CURTIS. That is all.

Mr. KENNEDY. Let me just give you a case that we are going to go into in a few minutes. That is the case involving the Waldorf-Astoria Hotel in New York and an attempt to organize the employees of that hotel in the barbershop.

Now, the picket lines were established outside the hotel, the signs had the proper statement that they are just interested in the barbers and they are not interested in the other employees. They are saying the barbers don't belong to their local union.

The Teamsters Union recognized this, and refused to make deliveries at Waldorf-Astoria Hotel or make any pickups, take away the garbage or anything else. Under the law, what can the hotel do?

Mr. CONSTANTINE. Well, if the union has complied with the requirements of the Moore Drydock case, there is nothing the Waldorf-Astoria Hotel can do, because that would be common situs picketing. If the union complied with the rules on common situs, there is no secondary boycott.

Mr. KENNEDY. Then the hotel, if they can't get the food or the milk into the hotel is going to close down, are they not?

Mr. CONSTANTINE. I suppose so.

The CHAIRMAN. You mean the hotel is not a party to the dispute?

Mr. CONSTANTINE. I am assuming that, on the facts Mr. Kennedy gave, the hotel was not a party to the dispute.

The CHAIRMAN. Yet it becomes a victim of a quarrel between others?

Mr. CONSTANTINE. Yes. It becomes a victim because of the fact it happens to be at the same place or at the scene of the primary dispute between the barbershop and the union. Congress has said that when there is a dispute between a union and an employer, the union may engage in a strike and picket.

It has also said that a person not a party to that dispute shall be free from secondary boycotts. But when they are both at the same place, it is obvious there has to be a balancing of interest. The Board has balanced that interest by saying that the union may picket but only by confining it to the barbershop and having the signs properly worded.

The CHAIRMAN. I understand then, that the union cannot picket the entire hotel site?

Mr. CONSTANTINE. No, sir.

The CHAIRMAN. Only that area adjacent to or contiguous to the barbershop.

Mr. CONSTANTINE. Yes, sir.

Mr. KENNEDY. If the barbershop is not on the first floor, then can they picket every entrance?

Mr. CONSTANTINE. That is a close question. I assume under one of these rules here that the Waldorf-Astoria could very well say to the union, "You have permission to picket the barbershop up on the fifth floor," for one of the Moore Drydock rules is that they shall picket as close as possible to the scene of the primary dispute.

Decisions that the Board has made are that if the unions give permission to go as close as possible, it must accept that permission.

Senator CURTIS. I want to ask one question. Suppose the union during the picketing does not represent any of the employees on the inside.

Mr. CONSTANTINE. You mean in the barbershop?

Senator CURTIS. Yes. What is their status then?

Mr. CONSTANTINE. Well, as far as the law is concerned, they would be in violation, not of the secondary boycott sections, but they would be in violation of this Curtis Bros. case, which holds that it is unlawful for a union to picket an employer for recognition when the union is not a majority unit.

I am assuming it is not a majority unit.

Mr. KENNEDY. That depends on what kind of a sign they wear. They could still picket and walk and just give information out that these employees do not belong to their union, and that would be proper, would it not?

Mr. CONSTANTINE. Well, you are asking me now a factual question, and that is hard to answer because the Board always looks at all of the evidence before it comes up with the answer.

If the purpose of the picketing under all of the circumstances is organized, as I understand the Board law that is not a violation. In

some States that is but as far as I know the Board has not yet held that. If the purpose of the picketing is recognition that is a violation, unless the union has a majority. Whether it is recognition or organizational as a close question of fact, and I wouldn't dare to try to answer that.

Mr. KENNEDY. If it is organizational, if that is what they are attempting to do and the signs are proper, they could in fact close down the hotel, even though they did not represent any of the employees within the hotel or any of the employees in the barber-shop if they were successful?

Mr. CONSTANTINE. They could in fact if others decided to honor their picket line. But I assume that others might not, on the ground that there is a dispute. Even pro-labor people might want to cross, on the ground that the dispute is limited to the barbershop and the pro-labor people weren't going to the barbershop but patronizing the hotel.

The CHAIRMAN. Suppose they received orders from their union officials not to cross; would that be a violation?

Mr. CONSTANTINE. Not to go into the hotel?

The CHAIRMAN. Yes.

Mr. CONSTANTINE. That would be a violation because orders are a form of inducement or encouragement. The Supreme Court has passed on that. So has the Board.

Senator CURTIS. Let us take a hypothetical case where we will assume—this does not apply to the Waldorf-Astoria—let us assume that the barbers in a given shop are not organized and belong to no union, and let us assume that that is not only the majority opinion but that is the unanimous opinion of the barbers in there: does a union have a right to picket such a barbershop under any circumstances?

Mr. CONSTANTINE. That is a broad question, Senator.

Senator CURTIS. I think it is quite simple.

Mr. CONSTANTINE. I can answer it to this extent: If the purpose of the union is informational and organizational, at least under our law it is not a violation, even though they don't have a majority, because as a fact it is found that is not for recognition purposes.

Senator CURTIS. Even though it would be agreed—maybe that would be an extreme case.

Mr. CONSTANTINE. Even though the union didn't have a single member in that barbershop.

Senator CURTIS. And we will assume that was a unanimous opinion. Such a thing might not exist, but I am using that to bring out what the law is. They would still have a lawful right to picket?

Mr. CONSTANTINE. It all depends on what the purpose of the picketing is, Senator. That is usually a question of fact. I am assuming the facts.

Senator CURTIS. Suppose they didn't represent anybody inside and that was the unanimous decision of everybody inside? What could be their purpose of picketing?

Mr. CONSTANTINE. They could picket to try to get the employees to join the union. That is called organizational picketing.

Senator CURTIS. Suppose the employees had been asked that and said no.



Mr. CONSTANTINE. You could very well find that the picketing was subterfuge, so that what they really wanted was recognition and not organizational activity. In that case the Board would find that the recognition picketing was unlawful. The Board sometimes does find that certain picketing which is alleged to be organizational is recognition picketing on the facts before it, even though the union protests that it is not recognition.

Senator CURTIS. Suppose picketing goes on just a very short while after there has been an election adverse to a union; would that be regarded as organizational picketing?

Mr. CONSTANTINE. That is a question of fact. In general the Board has found that the picketing is a continuation or the purpose of the picketing is a continuation of the former purpose before the election and finds that is recognitional picketing and not organizational picketing.

Senator CURTIS. Which is in violation?

Mr. CONSTANTINE. Which is in violation. That is a question of fact, and it is hard to answer those questions.

Senator CURTIS. It is very hard to draw the line in some cases as to what is organizational and what is recognitional picketing.

Mr. CONSTANTINE. It is.

Senator CURTIS. If it is organizational it is not prohibited by law?

Mr. CONSTANTINE. That is right.

Senator CURTIS. If it is recognitional picketing, it is?

Mr. CONSTANTINE. It is.

Senator ERVIN. In other words, it is a question of motive and the Board will determine the motive from all the surrounding facts and circumstances.

Mr. CONSTANTINE. Yes, sir.

The CHAIRMAN. All right, Mr. Kennedy.

Mr. KENNEDY. What about the situation regarding ambulatory picketing, where the pickets follow a truck and start picketing the business where the produce is being delivered?

Mr. CONSTANTINE. Ambulatory picketing is another form of the common situs problem. In other words, the truck of an employer with whom the union has a dispute happens to be at the premises of an employer with whom the union does not have a dispute. In general the rules as to common situs picketing are applicable to ambulatory picketing, with this exception: If the primary employer has a place where the union can effectively picket, then the union may not engage in ambulatory picketing away from that place.

Let us take an example: Employer A has a place whose employees are in dispute. If the union can effectively picket at the premises of A they may not follow that truck and picket while that truck is at the premises of B. If, however, on the facts—and it is usually a factual question—the union cannot effectively picket at the premises of A either because the employees rarely show up at that place or for other reasons, the Board has said that the union may follow those trucks and picket the truck, not the employer at place B, provided it conforms to the rules of the Moore Drydock case, which is that they shall stay as close as they can to the truck, the sign shall specifically say that the dispute is with the truck owner, and not the employer at B, and that they shall stop picketing as soon as the truck leaves.

Senator CURTIS. Are you familiar with the Board decision in the Schultz Refrigerated Service case?

Mr. CONSTANTINE. Yes. That was modified.

Senator CURTIS. What was the essence of that?

Mr. CONSTANTINE. The essence of that was that you could picket. That has been modified, if not overruled as a result of what I just told you, Senator.

Senator CURTIS. That was an earlier decision that said that the truck was an extension of the employer's premises?

Mr. CONSTANTINE. Yes. That does not represent the present Board view. The Coca-Cola case is the one which either distinguished or overruled Schultz. I think the law now is as I have stated, Senator, that if you can picket at the primary employer's place of business effectively, you must confine your picketing to there and cannot follow the truck and picket the truck at other places. To that extent the statement I have just made either modifies or overrules the Schultz case.

Senator CURTIS. When do you picket effectively?

Mr. CONSTANTINE. That depends on the circumstances.

Senator CURTIS. What definition do you give to the word "effectively"?

Mr. CONSTANTINE. Take the case of a man who is engaged in the trucking business and has a small office in Washington, but he has a tremendous place in Richmond, all his Washington employees call up Richmond at his expense and ask him for the assignment, so that they rarely, if ever, come to the Washington office.

In that case I suppose it could be said that you cannot effectively picket at the Washington office because it would be ineffectual for the employees never come there, or if they do, they come spasmodically.

Under those circumstances I assume you could follow the trucks and picket the trucks and employer B, C, and D, provided, however, that you picket only the truck, and then with proper signs. The test is whether you can effectively picket. I might say also that the fifth circuit has not accepted that view. That is Board law. The fifth circuit rejected that in a case known as Otis Massey.

Senator CURTIS. Does the Board follow the fifth circuit?

Mr. CONSTANTINE. No.

Senator CURTIS. Do they follow it within the area of the fifth circuit?

Mr. CONSTANTINE. We have not had any cases since then, so I don't know. My best guess is that they would follow the fifth circuit in the area of the fifth circuit because in other cases where the fifth circuit has overruled the Board the Board has felt reluctant to disagree with the court, and has said it will go along with the court.

Senator CURTIS. In other words, you have one law for one portion of the United States and another law for a greater portion?

Mr. CONSTANTINE. That is true, Senator. That is the situation at present. For example, in the fifth circuit the court has disagreed with the Board with respect to picketing of railroads. The Board has taken the position that if you picket a railroad it is not a violation because a railroad is not an employer and its employees are not employees under our act. The fifth circuit reversed the Board on that. In subsequent cases following that reversal the Board has said that it will go along with the fifth circuit even though it disagrees.



Senator CURTIS. I am going to ask a question that certainly does not reflect on the distinguished witness here today, the Solicitor for the Board. Why is it that Government agencies in general do not accept court decisions as binding, if they are adverse to what the agency contends, until the Supreme Court rules?

Mr. CONSTANTINE. I assume that the final arbiter, the only arbiter, the one you always obey, is the Supreme Court.

Senator CURTIS. But other litigants do not do that.

Mr. CONSTANTINE. We are not the only agency that does that.

Senator CURTIS. No. I was not holding you responsible, because it has been my observation that all executive agencies do that. I would be pleased to learn about one that did not.

Mr. CONSTANTINE. If the third circuit rules one way and the second circuit rules another, it is obvious that we don't know where we stand and we ought to get a Supreme Court interpretation. Sometimes the Supreme Court will give us certiorari; sometimes it won't. Until it does, about the only thing we can do is to follow the circuits. So, in one circuit we may go one way, and in another circuit another way.

Senator CURTIS. That is true where different circuits have disagreed.

Mr. CONSTANTINE. Yes.

Senator CURTIS. But I think it is also true that a great many Government agencies after they make their own ruling do not change it when overruled by the courts until the Supreme Court has acted.

Mr. CONSTANTINE. That is true, Senator.

Senator CURTIS. I will not argue with you about it, but I do not think it is sound policy. I think the courts are primarily interpreters of our law and are entirely to be followed where there is not a conflict between the courts themselves. I will not pursue that at the present time.

Mr. CONSTANTINE. Let me give you an example in the ninth circuit, where one panel gave a decision and another panel gave a decision another way. That puts us in the middle in the ninth circuit. We don't know where we stand. We can't get certiorari.

The CHAIRMAN. Can't you do as you please after that?

Mr. KENNEDY. Mr. Chairman, this gives a general picture of the situation. I think we can discuss it for months and not have it completely clarified. I thought we might go on with specific cases this afternoon, and perhaps after we finish various cases we might have somebody from the National Labor Relations Board back again.

The CHAIRMAN. All right. Do you have any other thought, Mr. Constantine, or anything that we may have overlooked that you think would be helpful?

Mr. CONSTANTINE. No, Senator. I am here to answer questions. I will be glad to answer any.

The CHAIRMAN. I appreciate that. You have firsthand knowledge of the things we are inquiring into and I just wondered if we had overlooked anything that you might wish to comment upon and which you think might be helpful.

Mr. CONSTANTINE. During the noon recess Mr. Kennedy asked me of situations not covered by the law. Questions where there would be conduct people would consider to be a secondary boycott that turned out that it was not. I gave him most of those. Most of those I discussed here.

The CHAIRMAN. What about the jurisdictional matter? Did you cover that?

Mr. KENNEDY. In passing, I think we covered the jurisdictional matter. We can go back through it.

The CHAIRMAN. It is not necessary if it is covered.

Senator ERVIN. I have been trying to find out whether there is in existence any treatise on the Taft-Hartley law. I have never been able to find one. Has anybody written a treatise on the Taft-Hartley law, and the decisions under it, which would be of assistance to a person who wanted to learn something about it and didn't have time to read all of the decisions of the various circuit courts and all of the decisions of the National Labor Relations Board?

Mr. CONSTANTINE. I don't know of any treatise on it. There are a few good books and pamphlets on certain aspects of it. There is also a book being revised now by our Director of Information, Lou Silverberg, who is writing in layman's language for laymen about the Taft-Hartley Act.

Senator ERVIN. I would appreciate it if you would write me a letter and call my attention to some of those pamphlets, where I could get them.

Mr. CONSTANTINE. I will do that, Senator.

Senator ERVIN. I think a person could render a great service to the American bar and everybody concerned generally if somebody would write something on the subject.

Mr. CONSTANTINE. I agree with you. I know of no treatise on the whole field.

Senator CURTIS. Do you think of any other areas where pressure may be applied against neutrals that is not a violation of the law?

Mr. CONSTANTINE. In addition to those that I have mentioned?

Senator CURTIS. Yes.

Mr. CONSTANTINE. I think there are a few more, Senator. For example, pressure may be applied to employees of secondary employers asking them not to cross a primary picket line. For example, if there is a strike at A or if there is a picket line at A the union may write to the employees of B even though employees may be 10, 15, or 500 miles away, asking them to honor that picket line if and when they get to that.

The Board has taken the position, and it has been upheld by the courts, that is not a violation.

Let us take a specific example: Pure Oil.

There was a strike at Pure Oil in Cleveland. The union wrote to some employees of a shipping company, I think, in Buffalo, saying to them that when your ship comes to Cleveland be sure and honor our picket line and don't dock at the dock with any oil for Pure Oil Co.

As a result of those letters, the employees on the ship did not even bring the ship out of Buffalo, not to talk about bringing it to Cleveland. The Board held that was proper because it invited action at the scene of the primary dispute.

Senator CURTIS. Who was shipping the oil?

Mr. CONSTANTINE. Some customer of Pure Oil, I assume, in boats not owned by Pure Oil.

Senator CURTIS. Who suffered by reason of that action?

Mr. CONSTANTINE. Three people suffered. Pure Oil did.

Senator CURTIS. But they were a primary party.

Mr. CONSTANTINE. Yes.

Senator CURTIS. Who else?

Mr. CONSTANTINE. The shipowner and the man who was selling the oil, whoever he was.

Senator CURTIS. An injury was inflicted upon the seller of the oil?

Mr. CONSTANTINE. And the transporter.

Senator CURTIS. And the transporter. Neither of whom were parties to the primary dispute?

Mr. CONSTANTINE. That is true.

Senator CURTIS. Or had no authority to settle it one way or another. Now, when your Board held and the courts held that was lawful, you did so because the statute did not specifically make it lawful; is that right?

Mr. CONSTANTINE. Yes.

Senator CURTIS. Do you think of anything else? Do you think of any other type of case, areas where they could apply pressure to a neutral and it is not a violation of the Taft-Hartley law or any other existing law?

Mr. KENNEDY. Maybe you just want to list them and summarize what you said.

Mr. CONSTANTINE. While I was with you I made up a little list. Let me look at it. It may refresh my recollection.

Mr. KENNEDY. Just read them out.

Mr. CONSTANTINE. There is this Joliet Contractors case, which involved this situation. In some crafts the only way to get any employees is by calling up the union. They have a supply of them. In the Joliet Contractors case the employer called up the union and asked for employees, but the union refused to send any because it had some kind of dispute with the employer.

Senator CURTIS. That was not a violation of existing law because what happened happened before they were in the course of employment.

Mr. CONSTANTINE. Yes, sir.

Senator CURTIS. It is due to that language in the present law, in the course of employment?

Mr. CONSTANTINE. Yes. The Board held that was not a violation and the seventh circuit affirmed. It reversed on other aspects which are not now material, but it affirmed that particular part of the Board decision.

Another case where there is no relief under our statute is in the case of so-called allies. Ordinarily when A deals with B they are dealing at arm's length and picketing of B when there is a dispute with A is a violation. But sometimes the relationship between A and B may be so close that B is considered an ally of A. In that case, picketing of B also would be primary and protected.

The CHAIRMAN. You mean a subsidiary?

Mr. CONSTANTINE. Subsidiary is one type of ally, but it might be an entire stranger.

Take the Royal Typewriter case in New York as an example of that. Royal Typewriter sells typewriters and guarantees them for a year. As part of that guarantee, it gives free service. You recall them up and tell them to come over during the year and repair them.



Let us say 6 months after you bought your typewriter there was a strike at Royal Typewriter and you could not get service. When you called them they told you to go to any repairman you want, get a bill from them, pay it if you want, or not, as you wish, and then send the bill in to them. If it was receipted they would reimburse you. If it was not receipted they would pay him directly. They didn't care to whom you went.

The Board thought that was not an ally situation and found that there was a secondary boycott when the union which had a dispute with Royal Typewriter picketed all of these repair people. The second circuit reversed finding there was sufficient relationship between those people and the Royal Typewriter Co. to call them allies.

Of course, if you are an ally you are in the same boat as the principal and you may be picketed also.

Senator CURTIS. This is the same principle that involves the so-called farming out struck work.

Mr. CONSTANTINE. It is allied to that. It is not exactly the same. It is not always struck work. In the Ervin Lines case they had a case of Boone Co. which carried logs from the forest to the mill. The Boone Co. was a public utility under Oregon law. The mill happened to own three-fourths of that public utility. You could call them a subsidiary if you wanted or not, but under Oregon law they could not be a subsidiary as a public utility. They had to be absolutely independent. There was no struck work involved.

The Board found in that case that the relationship was such that they were allies because the work dovetailed. One job dovetailed into the other.

The CHAIRMAN. Whether under Oregon law they were a subsidiary or not, legally, for all practical purposes they were?

Mr. CONSTANTINE. Yes.

The CHAIRMAN. The utility was a subsidiary?

Mr. CONSTANTINE. When there was a dispute with the mill the union picketed the Boone Co. and the Board held that picketing was not unlawful. But it is related, as you say, to the struck work principle.

Senator CURTIS. If a customer is expecting to purchase goods from a certain plant and that plant is under strike, and the customer elects to take that business to a similar plant that is not on strike that is not an ally, is it lawful for the picket line to follow that work over to the neutral plant?

Mr. CONSTANTINE. That depends on whether the person who has been struck authorizes the customer to go to that place. If he does, according to the second circuit, it is lawful for the union to picket him. According to the Board, it is not. I know of no other decisions from any other circuits.

Senator CURTIS. But if a customer makes a decision solely.

Mr. CONSTANTINE. I would say, Senator, that it is not lawful for the union to picket that repairman.

Senator CURTIS. Right now, Capital Airlines can send potential customers over to United, for instance, and would it or would it not be lawful to picket United?

Mr. CONSTANTINE. In the first place I want to point out that they come under the definition of railway employees, and regardless of whether it is lawful or not we would not have jurisdiction.

Senator CURTIS. I see. I will withdraw the question.

The CHAIRMAN. is there anything further?

If not, thank you very much. I think we could continue indefinitely, but I think we have a sufficient base now and premise to proceed on.

Your next witness, Mr. Kennedy.

Mr. KENNEDY. With all that being clarified, Mr. Chairman, I would like to call Mr. Jay S. Bauman.

The CHAIRMAN. Be sworn, please, sir.

You do solemnly swear that the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. BAUMAN. I do.

**TESTIMONY OF JAY S. BAUMAN, ACCOMPANIED BY COUNSEL,  
CHARLES J. MOOS**

The CHAIRMAN. State your name, your place of residence, and your business or occupation, please.

Mr. BAUMAN. My name is Jay S. Bauman, 20 Norman Drive, Rye, N.Y.

The CHAIRMAN. What is your business?

Mr. BAUMAN. I am president of Terminal Barber Shops in New York.

The CHAIRMAN. President of Terminal Barber Shops?

Mr. BAUMAN. I-n-c.

The CHAIRMAN. That is a corporation?

Mr. BAUMAN. Yes, sir.

The CHAIRMAN. Do you have counsel with you?

Mr. BAUMAN. Yes, sir; I do.

The CHAIRMAN. Will you state your name and identify yourself for the record?

Mr. Moos. Charles J. Moos, 10 Elm Road, Scarsdale, N.Y.

The CHAIRMAN. You are a member of the bar where?

Mr. Moos. I am a member of the bar in New York and Pennsylvania, Senator.

The CHAIRMAN. Thank you.

Mr. KENNEDY. Mr. Chairman, Mr. Bauman is being called just to set the stage for the situation that existed at the Waldorf-Astoria Hotel.

The CHAIRMAN. I assume counsel is familiar with the rules of the committee.

Mr. Moos. Yes, sir.

Mr. KENNEDY. Mr. Bauman, you are president of the Terminal Barber Shops, Inc.?

Mr. BAUMAN. Yes, sir.

Mr. KENNEDY. How long have you held that position?

Mr. BAUMAN. Approximately 6½ years.

Mr. KENNEDY. That is when you and a group of your associates purchased the Terminal Barber Shops?

Mr. BAUMAN. That is right.

Mr. KENNEDY. At the time we are interested in, early 1956, how many barbershops and beauty shops did you have in the Terminal?

Mr. BAUMAN. Twenty-one.

Mr. KENNEDY. Were they located in a number of cities?

Mr. BAUMAN. Baltimore, Pittsburgh, and New York City.

Mr. KENNEDY. How many were located at New York City?

Mr. BAUMAN. We had 14 barbershops in New York City and 4 beauty salons, I believe, at that time.

Mr. KENNEDY. They were located in various hotels?

Mr. BAUMAN. Hotels and office buildings.

Mr. KENNEDY. For approximately 15 years prior to that the Terminal Barbers represented the employees or the barbers; is that right?

Mr. BAUMAN. I believe it was nearer 10. It was about 1946 or 1947. It was after the war that the guild was formed.

Mr. KENNEDY. What barbers did they represent?

Mr. BAUMAN. They represented the 200-odd barbers and 100 manicurists in the 14 barbershops in New York City.

Mr. KENNEDY. That was an independent union?

Mr. BAUMAN. Yes, it was.

Mr. KENNEDY. It was not controlled or financed by the Terminal Barber Shops, Inc.?

Mr. BAUMAN. No, sir.

Mr. KENNEDY. In fact, there had been a number of disputes with the guild, is that correct, over a period of years?

Mr. BAUMAN. There had been some disputes, yes, sir.

Mr. KENNEDY. And there have been various bargaining back and forth between the guild and the representatives of the employer?

Mr. BAUMAN. That is true.

Mr. KENNEDY. Were you approached in early 1956 by a representative of the AFL Barbers Union?

Mr. BAUMAN. Yes, sir.

Mr. KENNEDY. Approached by Robert Verdina?

Mr. BAUMAN. That is right.

Mr. KENNEDY. And he was an international representative of local 760; is that right?

Mr. BAUMAN. I believe so.

Mr. KENNEDY. What conversations did you have with him at that time?

Mr. BAUMAN. Mr. Verdina came to my office in the first week in January and said that he wanted to represent our barbers. I told him that they were represented, that a majority of our barbers, in fact all of our barbers, were in this Terminal Guild and it was recognized by the State as a union. He said the position of the international union was that they did not recognize company unions.

Mr. KENNEDY. So what did you say?

Mr. BAUMAN. He relayed to me some of the facts that I knew, how Terminal Barber Shops had lost their shops in the Palmer House in Chicago and other cities in the Midwest.

Mr. KENNEDY. What did he mean by that?

Mr. BAUMAN. There were labor disputes of such magnitude that the hotel closed the shops eventually, which is a case in point at the Palmer House in Chicago, and also the Book-Cadillac in Detroit. It has happened in other cities. Cincinnati, I believe.

Mr. KENNEDY. The lease that the Terminal Barber Shops, Inc., had with the hotel was terminated?

Mr. BAUMAN. That is correct.



Mr. KENNEDY. You had to close down the barbershop?

Mr. BAUMAN. It was closed down and eventually the hotel ran the barbershop.

Mr. KENNEDY. And that was related to you when he saw you?

Mr. BAUMAN. Yes. And he showed me newspaper clippings of what happened in the Book-Cadillac in Detroit. I recognized it was a serious situation. I told him that I would speak to the guild officials and their counsel, which I did perhaps the middle of January, and relayed to them the seriousness of the situation.

Mr. KENNEDY. Who did you talk to in the guild?

Mr. BAUMAN. I talked to the president, the secretary, and the lawyer.

Mr. KENNEDY. The head of the guild at that time was a Charles Zirpola?

Mr. BAUMAN. That is right.

Mr. KENNEDY. He was the main one that you talked to?

Mr. BAUMAN. No. There was a secretary who was quite active.

Mr. KENNEDY. He was one of the ones you talked to?

Mr. BAUMAN. Yes. And also the counsel was very active in this union.

Mr. KENNEDY. Did you suggest to them at that time that they join the AFL?

Mr. BAUMAN. I told them that our position, as long as we could maintain it, would be neutral. It was a serious situation. The Terminal had lost shops before and they should relay this information to their membership at an early date and report back to me how they and the membership felt.

I believe a week or so later, perhaps the end of January, they had a meeting, and it was reported back to me that the membership didn't take Mr. Verdina seriously and didn't think they could pull off such a stunt as this, and they were not going to do anything for the present.

Mr. KENNEDY. They wanted to remain with the Guild?

Mr. BAUMAN. Oh, yes.

Senator CURTIS. Mr. Counsel, could I ask something right there. At the time this representative of the AFL Barbers Union came to you in January, had he gone to the Barbers directly at that time, to recruit them as members of his union?

Mr. BAUMAN. What had happened in approximately give or take a year—about 1945—Mr. Verdina was attempting to organize Terminal. I believe he got a majority of the barbers in the Hotel New Yorker and possibly the Chrysler Building. These are two of the existing barbershops we now have. Because of an unfortunate experience he could not follow through on this thing—from his point of view, that is—and it was not until later that he tried to organize Terminal.

Mr. KENNEDY. You mean at the time the AFL came to him?

Senator CURTIS. Yes. At the time the AFL came to you. I will put it this way. At that time did they represent any barbers in the Waldorf?

Mr. BAUMAN. No.

Senator CURTIS. Had they tried to induce them as individuals to join?

Mr. BAUMAN. I don't believe they had. I have no actual knowledge of this.

Senator CURTIS. To the best of your knowledge, they came to you as the employer?

Mr. BAUMAN. They came to me first, as far as I know.

Mr. KENNEDY. He didn't bring any cards in to you?

Mr. BAUMAN. No, sir.

Mr. KENNEDY. To show any evidence to indicate he represented the barbers in the hotel?

Mr. BAUMAN. No, sir.

Mr. KENNEDY. Then you went and you spoke to the head of the Guild, and he reported back that at a meeting the barbers had decided they wanted to stay with the Guild and did not want to affiliate with the AFL?

Mr. BAUMAN. That is right.

Mr. KENNEDY. What did you do?

Mr. BAUMAN. I related that to Verdina, and he told me it was unfortunate, but that he would have to bring pressure on them to get them to join, and this was very important to his efforts to organize the entire city, and we were the largest and had the most prestige, and it was necessary for his campaign to succeed.

Mr. KENNEDY. So what happened then?

Mr. BAUMAN. Well, actually not much did happen until March 1.

Mr. KENNEDY. Prior to that, prior to March 1 of 1956, had there been a situation also at the Commodore Hotel in New York City?

Mr. BAUMAN. No, sir. I understand that they had been approached and there was going to be picketing there, but it never materialized.

Mr. KENNEDY. It never materialized at the Commodore Hotel?

Mr. BAUMAN. No.

Mr. KENNEDY. Was the lease terminated there?

Mr. BAUMAN. The lease expired there.

Mr. KENNEDY. They refused to renew it?

Mr. BAUMAN. They didn't refuse. It expired on January 31, and it was a 5-year lease, I believe, and it expired January 31 and in the process of being renewed, somehow Verdina found out about this and figured this was the most vulnerable position. During the time it took the attorneys to draft a new lease, he had approached the management there about picket lines, and naturally they did not renew the lease until sometime later.

Mr. KENNEDY. Was that a lease with your organization?

Mr. BAUMAN. Yes; and we remained the statutory tenants.

Mr. KENNEDY. But the Commodore Hotel would not renew the lease?

Mr. BAUMAN. They did eventually, but they didn't during this labor dispute.

Mr. KENNEDY. Now, on March 1, 1956, did you receive notification there would be picket lines set up?

Mr. BAUMAN. I believe only a telephone call, and I didn't receive a letter.

Mr. KENNEDY. What happened? Relate to the committee what happened.

Mr. BAUMAN. We knew by telephone prior to that date, and I think Verdina gave about a week's notice actually, and I reported to Mr. Leff, the manager of the Waldorf-Astoria, and told him this was about to happen, and that they should take the situation seriously



because I thought Verdina was prepared to do it, and anything we could do to make the Waldorf-Astoria's position better we would be glad to do.

He called me back at a later date, and said it was the position of the Waldorf-Astoria not to interfere with labor problems of their concessionaires. On March 1, the pickets came.

Mr. KENNEDY. Where were the pickets established?

Mr. BAUMAN. I believe in the first instance there were four pickets at four different entrances, on Lexington Avenue and Park Avenue, and the two side streets.

Mr. KENNEDY. Now, did this have any effect on you?

Mr. BAUMAN. In the first instance, it had no effect. Our business wasn't bothered at all, and from what we could tell the activities of the Waldorf were not disturbed. It wasn't until the following week that the deliveries of all kinds to the Waldorf-Astoria as well as the barbershop were stopped.

Mr. KENNEDY. How were the deliveries stopped?

Mr. BAUMAN. Well, Mr. Verdina did the picketing himself, and he was near the freight platforms, and for some reason or other trucks just didn't come in.

Mr. KENNEDY. The Teamsters refused to make the pickups and deliveries?

Mr. BAUMAN. I assume that to be the case and I have no actual knowledge of that.

Mr. KENNEDY. You didn't get the deliveries at the Waldorf?

Mr. BAUMAN. The deliveries didn't come and we were advised by the hotel they were not getting milk and laundry and meats and beer and everything that was necessary.

Mr. KENNEDY. Did you have any conversations then with the management of the hotel regarding the situation?

Mr. BAUMAN. Oh, yes; we were in contact with them, and either Wednesday or Thursday of that week, I believe it was Wednesday, we met with Mr. Binns, the eastern representative of the hotel.

Mr. KENNEDY. That is Joseph Binns, B-i-n-n-s?

Mr. BAUMAN. That is right. We met in his office with certain other executives and our general manager was there, and Mr. Moos was there, and Mr. Binns related the fact it was very unfortunate that 2,400 employees of the Waldorf-Astoria were disturbed because of 40 barbers in the Waldorf-Astoria. It was at that point that our operations were being disturbed because we couldn't receive linen, and Mr. Binns told us it would be good to remove the pickets.

Mr. KENNEDY. You couldn't get the deliveries of linen?

Mr. BAUMAN. Which is quite essential to our operations; yes. So it was at that point that we had injunction papers prepared, and it was Friday, I believe, the 9th of March, we went down to the New York Supreme Court and we got a temporary restraining order to remove the pickets.

Mr. KENNEDY. What happened then?

Mr. BAUMAN. I am not exactly certain as to the date. But either immediately before or immediately afterwards, there was a general meeting of all of the terminal employees, all managers and barbers.

Mr. KENNEDY. Did you have a conversation with Mr. Zirpola then about the situation?

Mr. BAUMAN. We had been talking to him regularly, and this was a serious situation for everybody, and sometimes we talked to him twice a day and we were up there a great deal, and we talked to him continuously.

Mr. KENNEDY. Did you tell him about it?

Mr. BAUMAN. We told him very definitely it was a very serious situation for us, and we had a relatively short-term lease there, and our lease expired in June, and we had reason to believe we might lose our lease in the barbershop if this continued for any length of time.

Actually, we were being squeezed, and we in turn turned pressure on him.

Mr. KENNEDY. Was a meeting called of the employees?

Mr. BAUMAN. Yes. We called a meeting and as I say I don't know whether it was immediately before or immediately after getting this restraining order, and again Mr. Moos and I were there, and Mr. Verdina was there, and Mr. Zirpola, and all of the barbers, and it was about 100 percent attendance. We started off the meeting by giving them or relating exactly what happened when you go through with a situation like this. There are a lot of rumors and we tried to give them factually how things had happened since the first of the year.

We advised them it was a very, very serious situation, and that this was just one of a series of picketings and it would be of terrible consequence to lose our largest and the shop with the most prestige.

Mr. KENNEDY. Did they shortly afterward vote to join the AFL union?

Mr. BAUMAN. Yes, they did.

Mr. KENNEDY. And they all became members of the AFL?

Mr. BAUMAN. That is right.

Mr. KENNEDY. Was there any alternative at that time?

Mr. BAUMAN. In what way, sir?

Mr. KENNEDY. Was there any alternative to their becoming members of the AFL union if they wanted to remain at the Waldorf-Astoria?

Mr. BAUMAN. I think not.

Senator CURTIS. May I ask what would have happened if they hadn't joined the AFL?

Mr. BAUMAN. Well, eventually we had a closed shop there with the AFL-CIO, and they merged in April, I believe, of 1956, and so it was necessary that they join this union and pay their dues and initiation fee, and be a member in good standing to work for us.

Senator CURTIS. But suppose your employees had continued on in the guild. That was the name of their independent organization?

Mr. BAUMAN. That is right, the Terminal Guild.

Senator CURTIS. And would have continued to say "no" to the other union. What would have happened?

Mr. BAUMAN. Well, the problem was we had a restraining order and there was to be on Friday afternoon or the following Monday or Tuesday there was a hearing for a temporary injunction, as I believe. The restraining order was only for the Waldorf-Astoria, and Mr. Verdina made it plain that he would attempt to go to the Roosevelt or Chrysler Building or some other location and start this picketing all over again, and it was a question as to whether we would get

a restraining order in each one of these. So there would have been continuous labor problems from our point of view.

Senator CURTIS. And in order to buy industrial peace for the Waldorf and other businesses transacted in there, it became necessary for these barbers to abandon the guild and join the other union?

Mr. BAUMAN. That is correct.

Senator CURTIS. And was it your opinion that that was an unwilling act or a choice they did not want to make?

Mr. BAUMAN. Well, they were just about put in a position where they had no alternative.

Senator CURTIS. It wasn't a free choice, then?

Mr. BAUMAN. There was as much pressure as could possibly be put on there, and these people worked 25 years at the Waldorf-Astoria and some of the men had been on the job 25 or 30 years and it is not unusual at all, and here their security actually was being threatened.

Senator CURTIS. You are referring to general employees of the Waldorf?

Mr. BAUMAN. No, I am talking about the barber employees. Many of the barbers had been there since the shop was built, when the Waldorf was built. They wanted to stay there, and they really had no alternative but to become members.

Senator CURTIS. What I mean is it wasn't a free choice, and they could not prefer whichever bargaining agent they wanted?

Mr. BAUMAN. That is right.

Senator CURTIS. They were compelled to take a union that was not their first choice?

Mr. BAUMAN. That is right.

Senator CURTIS. Or the barbershop could have been closed?

Mr. BAUMAN. That is right.

Senator CURTIS. And this picketing was not effective until it was honored by the Teamsters Union, and affecting the supplies coming in the hotel?

Mr. BAUMAN. That is right. There were other unions that did cross the picket lines. The musicians I believe crossed, and the hotel employees were all organized and they crossed the picket lines to my knowledge, and of course Mr. Verdina could testify better than I, but the only union that did not come in was the Teamsters.

Senator CURTIS. And the hotel itself would have remained neutral if the Teamsters Union had not supported this picket line?

Mr. BAUMAN. I am not in a position to answer that.

Senator CURTIS. Well, they were neutral up until the Teamsters did enter the picture?

Mr. BAUMAN. Yes.

The CHAIRMAN. The Chair had to be absent for a moment, and I didn't get to hear your initial statement. How many employees, barber employees, were there in your shop in the Waldorf?

Mr. BAUMAN. In the Waldorf-Astoria, I believe there were 24 barbers, and 17 manicurists, and about 6 shoeshine boys in the concession there.

The CHAIRMAN. Some 40-odd employees?

Mr. BAUMAN. That is right.

The CHAIRMAN. They were all compelled to join the AFL union?



Mr. BAUMAN. Yes.

The CHAIRMAN. What were the initiation fees?

Mr. BAUMAN. The initial fee was \$10, and the monthly dues are \$4, and they had to pay \$14, 1 month's dues in advance.

The CHAIRMAN. They were a member of a labor organization?

Mr. BAUMAN. Well, we had what was called the Terminal Guild, which was chartered by New York State as a labor union.

The CHAIRMAN. It was recognized by them?

Mr. BAUMAN. The guild had a union charter, a State charter, yes.

The CHAIRMAN. And it was so recognized by the laws of that State?

Mr. BAUMAN. Yes.

The CHAIRMAN. So in effect, this was raiding a union by coercion and compelling a segment of that guild to transfer their membership and their allegiance in one union to the other. Is that what it amounted to?

Mr. BAUMAN. I believe so.

The CHAIRMAN. I am just speaking in practical terms, and not necessarily legal terms, but that was the practical effect of it?

Mr. BAUMAN. That is right.

The CHAIRMAN. And that effort on the part of the AFL Barbers Union was having no effect until the Teamsters stepped in and supported it by refusing to deliver goods to the entire hotel?

Mr. BAUMAN. That is right.

The CHAIRMAN. Not just refusing to deliver merchandise or consignments to the barbershop but to the entire hotel?

Mr. BAUMAN. That is correct.

The CHAIRMAN. I think that is all.

Senator ERVIN. Did the barbers who worked in the Terminal Barber Shops at other points in New York City have to go into the AFL union, also?

Mr. BAUMAN. Yes, sir.

Senator ERVIN. How many all together were transferred from the guild to the AFL union?

Mr. BAUMAN. Well, there were a little over 300 in New York City that eventually did, maybe 40 in Pittsburgh, and 1 beauty salon.

Senator ERVIN. The whole question involved was which union would represent them and collect their initiation fees and dues, or the other?

Mr. BAUMAN. Well—

Senator ERVIN. They had already paid their initiation fees to the guild?

Mr. BAUMAN. The guild as I understood it required no initiation fees, and it required employment in terminal barbershops and no initiation fees, and there were dues.

Senator ERVIN. But the whole controversy, or all of the agitation was merely the question of whether one union or another would be the bargaining agent and represent these barbers?

Mr. BAUMAN. That is right.

Senator CURTIS. What were the dues of the guild?

Mr. BAUMAN. They were somewhat less. I think they might have been \$2.50 versus \$4. In the AFL-CIO there is a certain amount of life insurance and other factors that they didn't get in their local. It might have been 25 or 50 cents a week more—not a substantial difference.

Mr. KENNEDY. That is all, Mr. Chairman.

The CHAIRMAN. All right. Thank you very much, Mr. Bauman. Call the next witness.

Mr. KENNEDY. Mr. Joseph Binns and Mr. John Sherry.

The CHAIRMAN. Mr. Binns and Mr. Sherry, come around, please. Will you be sworn, please.

You do solemnly swear the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. BINNS. I do

Mr. SHERRY. I do.

#### TESTIMONY OF JOHN H. SHERRY AND JOSEPH BINNS

The CHAIRMAN. Beginning on my left, will you state your name, your place of residence, and your business or occupation?

Mr. SHERRY. John H. Sherry; my residence is 356 West 56th Street, New York 19, N.Y. My occupation is that of a lawyer.

The CHAIRMAN. All right.

Mr. BINNS. My name is Joseph P. Binns. I am executive vice president and general manager of the Waldorf-Astoria, and vice president of the Hilton Hotels Corp. I reside in the Waldorf-Astoria.

The CHAIRMAN. Proceed.

Mr. KENNEDY. Mr. Binns, how long have you been with the Waldorf-Astoria?

Mr. BINNS. I went there when the Hilton Hotels Corp purchased the property in October 1949, so that is approximately 9 years.

Mr. KENNEDY. How long have you been general manager of the Waldorf?

Mr. BINNS. Nine years.

Mr. KENNEDY. Mr. Binns, back in 1956, there was an effort by the AFL Barbers Union to organize the barbers within the Waldorf-Astoria Hotel.

Mr. BINNS. That is right.

Mr. KENNEDY. Could you tell us when you first heard about that and what steps you took?

Mr. BINNS. There were a good many conversations concerning this whole situation. I was aware of the fact that we had a Barbers Guild in the hotel which was not affiliated with the AFL. In fact, as you have heard, it was a labor organization in its own right. Many of these people had been there a great many years. I guess I first heard about it when my barber, Gus, told me that they were having problems and he was very unhappy because he did not want to change and the membership did not want to change from what they were doing.

Subsequently we got into these discussions with the Terminal Barber Shop people about this because they were the employers under our lease arrangement of these employees. We kept current with the activities which have been reviewed before. Any detail that you wish me to cover, I will be glad to.

Mr. KENNEDY. You were never approached by anybody from the union itself, the AFL union?

Mr. BINNS. No.

Mr. KENNEDY. The first actual overt connection was at the time of the picket line?

Mr. BINNS. No. Before that there was a good deal of general knowledge around the hotel that this was imminent, and actually one or two of the barbers stopped me and talked to me informally. But our position was that this was a matter between the barbers and the terminal and did not involve the Waldorf-Astoria Corp., and I refused to be drawn into it until such a time as the pickets actually appeared.

Mr. KENNEDY. Mr. Sherry, were you approached at all by anybody representing the union?

Mr. SHERRY. Yes.

Mr. KENNEDY. And you were approached by Mr. Verdina?

Mr. SHERRY. Mr. Verdina.

Mr. KENNEDY. What conversations did he have? He represented the AFL union, is that right?

Mr. SHERRY. Yes.

Mr. KENNEDY. Mr. Sherry is the attorney for the Waldorf.

Mr. SHERRY. For the Waldorf-Astoria.

Mr. KENNEDY. And he approached you in that capacity?

Mr. SHERRY. He approached me in that capacity.

Mr. KENNEDY. What conversations did he have with you? What did he want you to do at that time?

Mr. SHERRY. He came up to my office and told me that he had seen Mr. Lee, the manager of the hotel, and suggested to Mr. Lee that he cooperate in helping him to organize the employees of the Terminal Barber Shop in the Waldorf-Astoria. He also told me that the response of Mr. Lee was somewhat negative. He was not cooperative and that Mr. Lee referred him to me for further information and further solution of any problems. So he came up to see me and in substance put to me the same proposal, could he get some cooperation.

Mr. KENNEDY. What did he want as far as cooperation was concerned?

Mr. SHERRY. He didn't specify exactly what the cooperation was at that time, but I gathered that by cooperation he wanted us to exercise some persuasion on the Terminal Barber Shops to tell their people to join the AFL. That is what I understood him to mean.

Mr. KENNEDY. What was your position at that time?

Mr. SHERRY. Our position was that we did not want to interfere in an internal situation between a barbershop and its employees.

Mr. KENNEDY. Did he subsequently have another conversation with you at which time he proposed something substantial that he wanted you to do?

Mr. SHERRY. Yes. It is my recollection that he again came to me and made a suggestion that perhaps our lease could be somewhat amended so that we would be in a position to lock out the tenant in the event of a strike of its employees, or in the event of picketing of the shop, or labor dispute developing between the tenant and ourselves or its employees, rather.

Mr. KENNEDY. He suggested that perhaps the lease that you had with the Terminal Barber Shop, Inc., be either terminated or amended?

Mr. SHERRY. Or amended.



Mr. KENNEDY. So that you could cease the relationship with that company?

Mr. SHERRY. So that we could exercise police powers and terms of perhaps cooperation.

Mr. KENNEDY. And thus bring by force the employees into the union?

Mr. SHERRY. I suppose that is what he meant.

Mr. KENNEDY. You understood that is what he meant?

Mr. SHERRY. I understood him to mean that, yes.

Mr. KENNEDY. What was your position on that?

Mr. SHERRY. I told him that we had a valid lease and that any breach of that lease would result in damages against us, and that I was neither sympathetic to the proposal nor would I have the legal power to comply with it.

Mr. KENNEDY. Then following that there was one picket line that appeared?

Mr. SHERRY. On March 1 the picket line commenced.

Mr. KENNEDY. Mr. Binns, would you relate to the committee the results of the picket line?

Mr. BINNS. In general and without getting into specifics, we had a number of pickets. I believe that the committee has some photographs of the pickets and of the sign.

Mr. KENNEDY. Where were they located?

Mr. BINNS. At first, as I remember, they picketed the Park Avenue entrance. We do not worry too much about pickets. We get pickets practically every other week for something. The Jewish Zion people have a convention, then we get the Arabs out front. If the north of Ireland people come in, the south of Ireland people picket us. We have had all sorts of picketing and usually the New York police are very cooperative. I must say, gentlemen, that these pickets were orderly; they did not interfere with the movement in and out of the building. They were at the front Park Avenue entrance and also the side entrances. Eventually they eliminated the other picketing activities and concentrated on the service entrance which is on 50th Street, what we call the service delivery entrance, the loading dock on 50th Street. They concentrated there and remained in cars later all night and all day to cover the picketing activities. I must say that we do not have a very large number of people coming in our barbershop through the service entrance and the loading platform. They come in through the main lobby. As you know the barbershop is located on the main lobby floor which is one floor up from the street. It is entirely interior. There is no way that you can get to it without coming through the lobbies. So the picketing did not bother us. In fact, it didn't bother the business in the barbershop at all. The only problem we encountered was when the deliveries of our vital foods, beverages, poultry, and all of the produce that we need were beginning to be shut off.

Mr. KENNEDY. How did that come about?

Mr. BINNS. The truckers who delivered this from the various purveyors of the city came up to the back entrance and were confronted with the pickets and refused to go through the picket line. This went on for several days until the situation became very serious.

Mr. KENNEDY. What is the effect of where the pickups and deliveries cease to be made at a hotel such as the Waldorf-Astoria?

Mr. BINNS. You can imagine a very large organization doing something like \$25 million worth of business a year and not having any garbage disposal. That has to go out of there every morning in the early morning hours. We have to have fresh produce. We are out of business if we do not have deliveries and removals. It is perfectly obvious. We average maybe 2,500 guests, between 2,000 and 2,700 employees, and this activity concerning the barbers began to so seriously restrict the normal business of this institution and in some instances could have caused some danger to elderly people who live in the hotel. Certain people have to have their meals in, and so forth. It became a critical situation to us. I was not about to have 40 barbers' and manicurists' activities and problems result in the closing down of the Waldorf-Astoria. That is the real situation that resulted by virtue of the fact that we could not get deliveries, not by virtue of anything that had to do with the barbershop.

Mr. KENNEDY. The picket line in and of itself was not effective, as I understand. It was just the cutting off of the deliveries and the pickups that was effective.

Mr. BINNS. We work very closely with some very fine labor people. We have a very fine labor contract for almost all of our employees with an AFL union in the city of New York. Those people came in and out of the building as they do every day and disregarded the picket lines. The customers of the barbershop did not pay any attention to the pickets. The only problem came when we were unable to get deliveries as I have outlined. That is a fatal problem.

Mr. KENNEDY. It could have closed you down.

Mr. BINNS. It was a matter of a few more days and we would have had to eliminate our services and maybe gradually begin to evacuate the building.

The CHAIRMAN. That is the power that is now reposed in the Teamsters Union. That is a demonstration or illustration of the extreme powers they have over the economy of any area or business where they desire to make use of or employ that power.

Mr. BINNS. This is a very simple but powerful example.

The CHAIRMAN. How many employees would you say you have at the hotel?

Mr. BINNS. As I said, Senator, we run between 2,000 and 2,700 employees. Because we have a large group of what we call temporary employees or extra waiters and extra people, sometimes five or six hundred a day.

The CHAIRMAN. But your employees exceed 2,000.

Mr. BINNS. They exceed 2,000.

The CHAIRMAN. And practically all of them, I assume, are members of unions?

Mr. BINNS. They are all members—they happen to be all members of the AFL—except some white-collar workers and officeworkers and some miscellaneous classifications. I would say 95 percent are members of organized labor groups.

The CHAIRMAN. They who are members of the AFL in other unions who were employees of the hotel did not honor the picket line?

Mr. BINNS. That is right, sir. They came to work.

The CHAIRMAN. They continued with their work.

Mr. BINNS. That is right.



The CHAIRMAN. In order to make this strike or this picket line effective, the coercive measure of enlisting the support of the Teamsters Union that would not cross the picket line, producing a cutoff of your supplies, made it imperative that you intercede to bring about the joining of these forty-odd barber employees of the AFL, notwithstanding that they were already in another labor organization.

Mr. BINNS. That is correct.

The CHAIRMAN. And you did intercede?

Mr. BINNS. No, sir; I did not intercede. I talked with the then president of the Guild. He asked to see me. I was very willing to see him. I saw him outside of the building. I would like to put in the record that I did see him. He was very disturbed. He could see that he was going to go out of business, which is evidently what happened. The Guild disappeared entirely, and he was the president of it, and he asked me what to do. I said I could not advise him. This was a matter for his membership, but that he could easily see that I was not going to stand by and see the barbership dispute close down the Waldorf-Astoria. He said, "I sure can understand that." I said the same thing to Mr. Bauman, who is the president of the Terminal Barber Shops.

The CHAIRMAN. That was interceding to the extent of expressing the course of action you would be compelled to take.

Mr. BINNS. That is correct.

The CHAIRMAN. So that was bound to have some influence because the consequences of the action you were going to take would have put the barbershop out of business; would it not?

Mr. BINNS. There were several things you could do. You could have closed the barbership. We don't have to have the barbershop open.

The CHAIRMAN. That is what I understand.

Mr. BINNS. On the other hand, that in itself, which some of the parties wanted us to do, was a very strong move, in my opinion. I didn't want to do that.

The CHAIRMAN. You just made the lightest move that you could under the circumstances, but I am confident the move you made was well understood.

Mr. BINNS. It had to be.

The CHAIRMAN. It had to be. Thank you.

Mr. KENNEDY. The milk was not being delivered, is that right?

Mr. BINNS. All deliveries of perishables are daily, sometimes two or three times a day. All those deliveries were cut off. In an endeavor to help and negotiate and not have this thing happen too quickly we kept going on as best we could. Actually we brought some supplies in with our own people in station wagons late at night.

Mr. KENNEDY. Did you bring it in late at night?

Mr. BINNS. That is right. Milk and cream and ice cream and things like that. You have refrigerated products that have to come in. But eventually it became impossible to continue that, and we realized it was just a matter of a very short time before we would have to face closing down certain areas, and certain services.

Mr. KENNEDY. As I understand it, the pickets were removed from the various entrances and put just at the service entrance.

Mr. BINNS. At the end I believe that the pickets were only at the service entrance and when it was learned that we were bringing

things in at 2 and 3 in the morning, then the pickets remained all night. They stayed in a car and when trucks came up—I am told, I was not there—that they would get out and intercept the driver and explain the situation and prevent the delivery.

Mr. KENNEDY. Did you have any barbers coming in at 2 or 3 in the morning?

Mr. BINNS. No; not that I know of.

Senator CURTIS. Mr. Chairman, may I ask who placed those pickets there?

Mr. BINNS. Who placed the pickets?

Senator CURTIS. Yes.

Mr. SHERRY. May I answer that, Senator?

The CHAIRMAN. Yes.

Mr. SHERRY. To the best of our knowledge and belief the Barbers Union placed the pickets there.

Senator CURTIS. The support of the Teamsters Union was effective but at all this time the Barbers Union was picketing?

Mr. SHERRY. Yes; except to the best of my belief when the picketing switched to the service entrance some representatives of the Teamsters were there to police and oversee that the Teamsters obeyed orders from their headquarters not to pass the picket line. In that fashion some representatives of the Teamsters joined the Barbers Union pickets also.

Senator CURTIS. To put it this way, to the best of your knowledge, the AFL Barbers Union continued and carried on picketing all the while, including when they were picketing at the service entrance.

Mr. SHERRY. Yes.

The CHAIRMAN. Mr. Binns, I hand you here four photographs and ask you if you identify them, please, sir?

Mr. BINNS. Yes, sir. These are noted. These are photographs of the picketing at the Park Avenue entrance. This is Lexington Avenue entrance. This is in front of the service entrance or the loading platform, and this is in front of the employees' entrance adjacent to the loading platform. I believe this is a photograph—what is it?

Mr. SHERRY. This is Mr. Verdina himself.

Mr. BINNS. Yes; the president of the AFL Barbers Union.

The CHAIRMAN. That series of photographs may be made exhibit No. 1.

(The photographs referred to were marked "Exhibit No. 1" for reference and may be found in the files of the select committee.)

The CHAIRMAN. Now I hand you a series of six photographs and ask you to state if you can identify those.

Mr. BINNS. These appear to be photographs of delivery trucks outside of our loading platform on 50th Street. This is a truck delivering alcoholic beverages. This is also the same point. I can't identify the truck. The same individual is in all of these pictures. They are all at the loading area of the hotel.

The CHAIRMAN. Who is that individual?

Mr. BINNS. I believe that is Mr. Verdina. I am not positive because his face does not show in all of them, but I believe they are.

The CHAIRMAN. They are all pictures taken incident to the picketing.

Mr. BINNS. Yes, sir.

The CHAIRMAN. That second series of pictures may be marked "Exhibit 1-A."

(The photographs were marked "Exhibit 1-A" for reference and may be found in the files of the select committee.)

The CHAIRMAN. Are there any further questions?

Mr. KENNEDY. I understood from the previous witness that at least a temporary injunction was obtained from the courts preventing this picketing. If that could be done, why would it be necessary to take any steps in connection with the barbers to try to get them to join the AFL? I am directing this to Mr. Binns or Mr. Sherry. If you can get a court injunction to prevent this kind of activity, why was it necessary to be concerned about it?

Mr. BINNS. In the first place, the Waldorf-Astoria did not get the injunction. The employer of the barbers got the injunction. They did so when we brought pressure on the employers of the barbers to do something about this situation. They took the action.

Mr. KENNEDY. If you could stop this kind of activity on the part of the union to get the picket line removed, why was it necessary, then, to take the other step of bringing pressure on the employees to join the union?

Mr. SHERRY. I am going to answer that, sir. It is our understanding that the temporary injunction was granted with the consent of the Teamsters and we are by no means convinced that it would have been granted if they had opposed it.

Mr. KENNEDY. I see. I wanted to find out whether there still is a problem of whether that would have been a solution. So the temporary injunction was not contested; is that right?

Mr. SHERRY. No.

Mr. BINNS. Mr. Kennedy, you made a statement a moment ago in the form of a question, why was it necessary to bring pressure, I presume by the Waldorf, on the employees.

Mr. KENNEDY. The pressure indirectly by the Waldorf on the employees.

Mr. BINNS. I would like to point out that our position was one which is abundantly clear of being an innocent victim in this thing. We brought pressure on both sides. Whatever we said to the employees, we said to the employer, "Look, we are not going to stand here now and have the hotel shut down by this dispute and it is up to you two parties, not alone the employees, but also the employer."

Mr. KENNEDY. I am not questioning whether you did not take the right action or the action that I would take in similar circumstances. All I wanted to find out is whether there is a solution to this kind of a problem because that, after all, is what we are interested in. Did you keep a list of the cutoffs of the deliveries?

Mr. SHERRY. What is that?

Mr. KENNEDY. Did you keep a list of the cutoffs?

Mr. SHERRY. Yes; we kept a running record of the cutoff of deliveries from day to day.

Mr. KENNEDY. They included, did they not, the Teamsters Union, involving the grocery drivers, liquor drivers, warehouse drivers, brewery drivers?

Mr. SHERRY. Meat drivers, laundry drivers, every other kind of driver that brought anything under the sun to the loading platforms and the delivery entrances.



The CHAIRMAN. I hand you a photostatic copy of a document which says, "Partial List of Deliveries Turned Back by Pickets." Would you examine this photostatic copy and state if you can indentify it, please?

Mr. BINNS. I think that is a partial list. We are not prepared to say that covers all. Incidentally, the Waldorf laundry is located in Jersey City. It is a very large problem. We use truck trailers to deliver the daily linen. You could not operate very long if you could not get sheets and pillowcases for your guests.

The CHAIRMAN. All right, that list may be made exhibit No. 2.

(The list was marked "Exhibit No. 2" for reference and may be found in the files of the select committee.)

The CHAIRMAN. Are there any further questions, Senator Curtis?

Senator CURTIS. I would like to ask the attorney, you would regard the action of the AFL Barbers Union representatives when they called on you in your capacity as representative of the Waldorf as applying pressure, would you not?

Mr. SHERRY. It might be so characterized, although it was done in a reasonably tactful manner.

Senator CURTIS. The fact that someone is polite and their words are well chosen and their voice is not raised does not lessen the implications of what they can do and what they are informing you they might do; is that correct?

Mr. SHERRY. That is correct.

Senator CURTIS. In that sense, as I understand you, are you not stating that they got rough, so to speak, but they did inform you of harmful consequences that could come if these men did not ultimately get into their union?

Mr. SHERRY. They made that absolutely clear to me.

Senator CURTIS. It is also very evident that your client, the Waldorf Astoria Hotel, was definitely a neutral; was it not?

Mr. SHERRY. Yes; absolutely a neutral. Incidentally, it was so recognized by the Barbers Union—I must give them credit for it—they apologized for the consequences that they forecast would ensue.

Senator CURTIS. Did you handle the labor relations matter for the Waldorf and advising them in these matters?

Mr. SHERRY. If they get into any kind of problem where legal interpretation is involved, they do consult me. But the hotel itself has a personnel director who handles the run-of-the-mill labor problems.

Senator CURTIS. Would this threat or implied threat of harmful consequences that you received, representing the management of the Waldorf, have been applied to the employees of the Waldorf without the violation of the statute?

Mr. SHERRY. I am not prepared to say without the violation of statute. As a practical matter it hardly could have been applied to the employees of the Waldorf because they were represented by an AFL union which had its own strength.

Senator CURTIS. What I am getting at is that we are dealing with an area that is not covered by law. There is no statute that prohibits the applying of pressure to management of a neutral in such a case as this.

Mr. SHERRY. Not that I know of.

Senator CURTIS. Thank you very much.

The CHAIRMAN. Senator Ervin.



Senator ERVIN. They told you that they did not want to hit you with rocks they were throwing at somebody else?

Mr. SHERRY. They left no doubt that they were going to put on a picket line. They told me that unless a miracle happened, and I was supposed to perform such a miracle, a picket line would have to be at the hotel, and they were very sorry it had to be done, but there was no choice about it.

Senator ERVIN. That is all.

The CHAIRMAN. All right, gentlemen, thank you very much. Call the next witness.

Mr. KENNEDY. Mr. Verdina.

The CHAIRMAN. Will you be sworn, please?

Do you solemnly swear that the evidence, given before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. VERDINA. I do.

TESTIMONY OF ROBERT VERDINA, ACCOMPANIED BY COUNSEL,  
JOSEPH G. GLASS

The CHAIRMAN. State your name, and your place of residence and your business or occupation.

Mr. VERDINA. Robert Verdina. I am secretary of local 760, and I live at 62-04 80th Street, Rego Park, N.Y.

The CHAIRMAN. Is that a Barber's Union local?

Mr. VERDINA. Yes, sir.

The CHAIRMAN. That is 760?

Mr. VERDINA. Yes, sir.

The CHAIRMAN. What is the name of the international?

Mr. VERDINA. The Journeymen Barbers, Hairdressers, Cosmetologists and Proprietors International Union of America, affiliated with the AFL-CIO.

The CHAIRMAN. You have counsel, have you?

Mr. Counsel, will you identify yourself for the record?

Mr. GLASS. My name is Joseph G. Glass, and I live at 33-29 166th Street, Flushing, N.Y.

The CHAIRMAN. You are a member of what bar?

Mr. GLASS. The bar of the State of New York.

The CHAIRMAN. Thank you very much.

Proceed, Mr. Kennedy.

Mr. KENNEDY. How long have you been in the Barber's Union?

Mr. VERDINA. I have been an international representative for 22 years.

Mr. KENNEDY. Are you an international representative at the present time?

Mr. VERDINA. No, I have been fired.

Mr. KENNEDY. When were you fired?

Mr. VERDINA. I was fired right after our national convention.

Mr. KENNEDY. Which was when?

Mr. VERDINA. Held on September 8 to the 15th at Indianapolis, Ind.

Mr. KENNEDY. Of this year?

Mr. VERDINA. Of this year.

Mr. KENNEDY. Who fired you as international representative?

Mr. VERDINA. Our general president, William C. Birthright.

Mr. KENNEDY. Why were you fired?

Mr. VERDINA. Well, for 20 years Mr. Birthright was general president and general secretary-treasurer of our international union, and many of the organizers thought that it was high time that we separate those two front offices, and have a general president and to have a general secretary-treasurer. We fought Mr. Birthright at the convention, and he won out and he was elected again, and right after the convention, on the 16th, all of the organizers, nine of us, were fired without any severance pay and without any notice whatsoever.

The CHAIRMAN. That is what you call liquidating your opposition, is that correct?

Mr. VERDINA. That is correct.

Mr. KENNEDY. It is unfair to labor?

Mr. VERDINA. It is unfair to labor and unfair to all principles of labor and what we have been taught.

Mr. KENNEDY. Did you ever vote on the floor as to whether the two positions would be separated?

Mr. VERDINA. We had a vote on the floor, yes, sir, but only voice vote.

Mr. KENNEDY. They weren't counted?

Mr. VERDINA. There was no count vote, and a motion was made to that effect, but the fast gavel overruled it.

The CHAIRMAN. That is not peculiar to union government, is it? You are just a victim of practices that are general; isn't that correct?

Mr. VERDINA. I didn't follow you there.

The CHAIRMAN. That is not unusual in union government, is it? And you just become a victim of practices that are generally followed; is that correct?

Mr. VERDINA. I don't know, sir.

The CHAIRMAN. I would think that you would know.

Senator CURTIS. How many delegates were at that convention?

Mr. VERDINA. I believe there were 913 delegates.

Senator CURTIS. And how many of them depended on their job upon the president and his friends?

Mr. VERDINA. Well, I would say, Senator, a good majority of those delegates depended upon him for their job, because they hold a position as secretary-treasurer of their respective local unions.

Senator CURTIS. Can the international remove a local secretary?

Mr. VERDINA. Oh, definitely.

Senator CURTIS. They can?

Mr. VERDINA. Oh, definitely, very easily.

Senator CURTIS. That is in the constitution of the Barbers' Union?

Mr. VERDINA. Well, it might not be in the constitution of our international union; but if a secretary is opposing the general president, an international representative will step into that local union and find some fault and remove the secretary.

Senator CURTIS. And in what categories were some of the other delegates?

Mr. VERDINA. Well, they are elected delegates, mostly business agents or presidents of local unions.

Senator CURTIS. Were there any international representatives who were delegates?

Mr. VERDINA. Oh, yes.

Senator CURTIS. They were all directly subject to the will of the president, were they not?

Mr. VERDINA. Yes; and many new international representatives were appointed about a month or so prior to the national convention.

Senator CURTIS. They were appointed international representatives and then made delegates?

Mr. VERDINA. They had the right to vote as delegates, as elected delegates.

Senator CURTIS. Where have the liberals of the country been all during these years that Government has progressed but the guardians of unionism are away back two centuries in their treatment of human beings?

Mr. VERDINA. We tried to bring that out at the convention, Senator, but as I said, we had a fast gavel and we couldn't do anything about it.

The CHAIRMAN. Did you think that was union democracy in action?

Mr. VERDINA. I certainly did not, Senator.

The CHAIRMAN. It is not the right kind of Democracy?

Mr. VERDINA. And we expressed our thoughts along those lines.

Senator CURTIS. As a matter of fact I think the people who resist correction of these things are the arch-reactionists of the country because they are so against individual rights and human rights. Was this the outfit that these barbers in the Waldorf-Astoria Hotel had to give up their union for, to get into?

Mr. VERDINA. Well, it is, Senator, but I would like to say this, that the local union that these barbers who worked for terminal went into, I can frankly say it is one of the best in our international union.

Senator CURTIS. One of the what?

Mr. VERDINA. It is one of the best in our international union?

Senator CURTIS. Now?

Mr. VERDINA. Now.

Senator CURTIS. They had a pretty good union before?

Mr. VERDINA. Well, no, not on the surface. It was company-controlled at the beginning, and then it got out of hand, and it got out of hand to the extent that almost business was deteriorating because the employer didn't have much to say or if he gave an order they disregarded him.

Senator CURTIS. I will not digress any more, and counsel can proceed with his case.

Mr. KENNEDY. You mean it had gotten to be very independent?

Mr. VERDINA. That is right.

Mr. KENNEDY. The employer in fact would rather have dealt with you than with them?

Mr. VERDINA. Well, our relations at the present time even though we improved the working conditions of the employees twice since they have been organized, the union has taken the position to put these shops through an educational program laid down by the union, that they must perform their duties and give the public the service that they are entitled to, and in doing so the employer had increased his business and the shops are run a whole lot better than they were while they were independent, and I believe the employer will verify to that effect.



Mr. KENNEDY. Well, the only point we want to establish is that this was a completely independent union and it was not company dominated?

Mr. VERDINA. At the beginning it was.

Mr. KENNEDY. At the time this dispute was going on it certainly was not?

Mr. VERDINA. It was strictly independent.

Mr. KENNEDY. Now, this took place in 1956, is that right?

Mr. VERDINA. That is right.

Mr. KENNEDY. And you were interested in organizing the barbers in the Terminal Barber Shop at the Waldorf-Astoria as well as certain other hotels?

Mr. VERDINA. Yes, sir.

Mr. KENNEDY. And you made some approach to the Commodore Hotel, did you?

Mr. VERDINA. Well, I did, under the instructions of our general president, Mr. Birthright.

Mr. KENNEDY. And Mr. Birthright ordered you to make the contact with the Commodore Hotel, is that right?

Mr. VERDINA. Yes, sir.

Mr. KENNEDY. And the Commodore Hotel then after these discussions refused to renew the lease with the Terminal Barber Shops, Inc.?

Mr. VERDINA. It wasn't that way, counselor.

Mr. KENNEDY. They didn't renew the lease?

Mr. VERDINA. Well, there is something more to it than that. When I approached Mr. Hickey—

Mr. KENNEDY. Of the Commodore Hotel?

Mr. VERDINA. He is the vice president of the Commodore Hotel, and he said to me, "Does Mr. Meany know about this?" At that particular time the AFL was holding their quarterly meeting down in Florida, and William C. Birthright is on the executive board of the AFL-CIO. And I told Mr. Hickey I believe Mr. Meany knows about it through Mr. Birthright.

He said, "Well, I will put in a call to Mr. Meany," which he did, because I got a call back from Florida, from our general president, and my general president told me that if I could extract a promise from Mr. Hickey that if he will not renew the lease to Terminal, that we wouldn't picket the Commodore Hotel.

Mr. KENNEDY. He gave you that promise?

Mr. VERDINA. Yes, sir.

Mr. KENNEDY. They did not renew the lease and you didn't picket the Commodore Hotel?

Mr. VERDINA. That is right.

Mr. KENNEDY. Then you went on to the Waldorf-Astoria Hotel?

Mr. VERDINA. That is right.

Mr. KENNEDY. You had some conversations with the management of the Terminal Barber Shops, Inc.?

Mr. VERDINA. Yes, I did; with a Mr. Lee.

Mr. KENNEDY. You also had some conversations with the lawyer, Mr. Sherry, of the Waldorf-Astoria Hotel?

Mr. VERDINA. Frankly, Mr. Kennedy, I believe as to my conversations with Mr. Sherry, I can't recall it; it is a little bit too far back whether it was a telephone conversation or whether it was a personal conversation.



Mr. KENNEDY. You suggested to him also at that time——

Mr. VERDINA. I followed his line of testimony, and it is about right. I mean I have known Mr. Sherry for a number of years.

Mr. KENNEDY. I just want to move on.

Mr. VERDINA. All right.

Mr. KENNEDY. You suggested to him at that time that they not renew the lease unless the barbers join up with the AFL?

Mr. VERDINA. No, I don't believe that I said that to Mr. Sherry, not to renew the lease.

Mr. KENNEDY. What did you suggest?

Mr. VERDINA. I probably might have said to him, if there is anything in the lease——

Mr. KENNEDY. What do you mean?

Mr. VERDINA. With reference to labor trouble, if a concessionaire has labor trouble, does the landlord have the right to terminate the lease and then take over the establishment. I think that I talked to him along those lines.

Mr. KENNEDY. You didn't suggest to him that that kind of a clause be placed in the contract or that he attempt to in the lease thus bring these barbers into the AFL?

Mr. VERDINA. I believe I told that to Mr. Sherry after the Terminal barbers came into the union. I told him because they were very upset at the situation at the Waldorf, and I just made a suggestion to him, it would be advisable that when they make leases or leased certain portions of the space in their hotel, that they would put a clause like that into their lease so that they wouldn't be embarrassed.

Mr. KENNEDY. You were just giving helpful suggestions at that time, is that right?

Mr. VERDINA. Yes.

Mr. KENNEDY. That is quite different from the testimony of Mr. Sherry that you came to him and suggested that the lease with this Terminal Barber Shops, Inc., be terminated unless these individuals came along and joined the AFL union?

Mr. VERDINA. I don't recall saying anything like that; and I said before, it was 2 years before.

Mr. KENNEDY. Do you think that you might have said that?

Mr. VERDINA. I wouldn't know. I couldn't say "Yes," and I couldn't say "No."

Mr. KENNEDY. We will just have to leave the testimony of Mr. Sherry to that effect undisputed in the record, is that right?

Mr. VERDINA. You are the counselor. I can't recall.

Mr. GLASS. It doesn't feasibly follow. The witness says he can't say "Yes," and he can't say "No," and it is up to the committee to make up its own mind.

Mr. KENNEDY. We will leave it undisputed in the record.

Mr. GLASS. It is not undisputed, and he could say "Yes" with reservations.

Mr. KENNEDY. He said he can't say "Yes" and he can't say "No."

Mr. GLASS. That means he has some doubts, but it still might be disputed.

The CHAIRMAN. Just a moment. The record stands. From the standpoint of the Chair it is undisputed and it is not denied.

Proceed.

Mr. KENNEDY. Mr. Verdina, at the time that you made or had the conversation with the representatives of the Terminal Barber Shops, Inc., how many of the barbers and the manicurists did you have signed up?

Mr. VERDINA. Well, you see, Mr. Kennedy, I am a barber.

Mr. KENNEDY. Mr. Verdina, if you just answer my questions we will go much quicker and you don't have to give a speech.

Mr. VERDINA. We had about 40 or 50 cards signed.

Mr. KENNEDY. Is that in the whole of the city?

Mr. VERDINA. That is in the whole of the city.

Mr. KENNEDY. How many did you actually have signed in the Waldorf-Astoria?

Mr. VERDINA. We might have had a few, maybe four or five.

Mr. KENNEDY. How many employees were there in the Waldorf-Astoria, approximately 40?

Mr. VERDINA. There was maybe about 30 or 35 barbers.

Mr. KENNEDY. I believe the testimony is that at that time there were about 40 or 50. How many employees worked for the Terminal Barber Shops, Inc., in New York City at that time?

Mr. VERDINA. Well, I was under the impresion—I don't know—I thought there was about 400.

Mr. KENNEDY. You had about 40 or 50 cards signed out of 400?

Mr. VERDINA. There wasn't 400. We found out there wasn't 400.

Mr. KENNEDY. How many were there?

Mr. VERDINA. Well, about 300, according to the records.

Mr. KENNEDY. Then, you had 40 or 50 cards signed out of 300, and you had 4 or 5 signed up at the Waldorf?

Mr. VERDINA. Yes, sir.

Mr. KENNEDY. And nevertheless on March 1, or thereabouts, 1956, you began picketing?

Mr. VERDINA. That is right.

Mr. KENNEDY. What was the purpose of the picketing?

Mr. VERDINA. An organizational picket line.

Mr. KENNEDY. Do you have what your signs said, what you were trying to do? What were you trying to do, Mr. Verdina?

Mr. VERDINA. We were trying to get the barbers to join our union. The signs specifically state that.

The CHAIRMAN. Mr. Verdina, were you trying to get them to, or were you trying to force them to join your union?

Mr. VERDINA. It says, "Please join our union."

The CHAIRMAN. That is what the sign said, and I am talking about your actions. You were ready to close down the hotel operation in order to compel them to join, were you not?

Mr. VERDINA. No, I wasn't.

The CHAIRMAN. You knew that to be the consequences of your act, didn't you?

Mr. VERDINA. I did not.

The CHAIRMAN. Didn't you know you were standing there stopping the Teamsters from delivering?

Mr. VERDINA. I never stopped anybody.

The CHAIRMAN. Weren't you trying to persuade them?

Mr. VERDINA. I never opened my mouth to anyone.

Mr. KENNEDY. Who made the arrangements with the Teamsters, then? Did Mr. Birthright?

Mr. VERDINA. He certainly did.

The CHAIRMAN. You were just carrying out his orders, and is that what you are saying?

Mr. VERDINA. That is right.

Senator CURTIS. Where was he during this time?

Mr. VERDINA. He was in Florida at the executive council meeting at which time he got in touch with Dave Beck, who was president of the Teamsters at that time, and got the cooperation.

Senator CURTIS. How often would you report to Mr. Birthright?

Mr. VERDINA. Almost every day by telephone.

(Members of the select committee present at this point in the proceedings: Senators McClellan, Ervin, and Curtis.)

Senator CURTIS. You reported that you represented four or five of the barbers?

Mr. VERDINA. We represented about 40 or 50 of the Terminal system that we had cards.

Senator CURTIS. They had a separate contract for the Waldorf, did they not?

Mr. VERDINA. Yes. The contract terminated on April 30 of 1956.

Senator CURTIS. Were you in favor of placing pickets in front of the barbershop in front of the hotel?

Mr. VERDINA. I only follow orders.

Senator CURTIS. I asked you were you in favor of it?

Mr. VERDINA. I certainly was.

Senator CURTIS. You recommended it to Mr. Birthright?

Mr. VERDINA. I certainly did.

Senator CURTIS. He concurred in that and told you to go ahead?

Mr. VERDINA. He certainly did.

Senator CURTIS. Did you report to him in your daily reports that at first it was not effective?

Mr. VERDINA. I did.

Senator CURTIS. Did you suggest to him that it would be helpful if they could get the Teamsters to recognize the picket line?

Mr. VERDINA. He asked me: "Are the Teamsters going through?" and I says, "They are."

Senator CURTIS. Did you report to him that it would be helpful if the Teamsters would recognize the picket line?

Mr. VERDINA. I didn't report that to him. He said to me, "Are the Teamsters going through." And I said, "They are." He says, "Well, I will talk to Dave Beck about it."

That is all I had.

Senator CURTIS. How soon after that did the Teamsters stop going through?

Mr. VERDINA. We picketed there 9 days. The first 5 days everything was going through. Then on the fifth day things started to slow up.

Senator CURTIS. What day was it that you had this conversation with your international president about the fact that the Teamsters were going through?

Mr. VERDINA. It must have been maybe the third or fourth day after we started picketing.

Senator CURTIS. So the arrangements were made with Mr. Birthright and Mr. Beck?



Mr. VERDINA. I believe so.

Senator CURTIS. When were you notified of those arrangements?

Mr. VERDINA. The very next time I called up, which was the next day.

Senator CURTIS. And you knew about it before the Teamsters stopped going through the line, then?

Mr. VERDINA. I knew about it before the Teamsters——

Senator CURTIS. Stopped going through the picket line?

Mr. VERDINA. Outside of what Mr. Birthright told me.

Senator CURTIS. Yes; Mr. Birthright told you that it had been arranged and that was your first notice that the Teamsters would assist?

Mr. VERDINA. Yes.

Senator ERVIN. Let us see how this thing operated.

Mr. Birthright told you to put out the pickets. In other words, the Barbers got the Teamsters to cut off the vittles and drinks of the patrons of the hotel so the patrons would bring pressure to bear on the management of the hotel, so that the management of the hotel would bring pressure to bear on the management of the barbershops so the management of the barbershop would bring pressure to the members of the Guild, so that the members of the Guild would be induced to join the AFL Barbers Union?

Mr. VERDINA. I believe that is the way it worked.

Senator ERVIN. I believe you might say that the Barbers Union is like providence—it moves in myserious ways.

The CHAIRMAN. Is it a fact that the Barbers Union is under the real control and domination of the Teamsters Union?

Mr. VERDINA. Do they control the Teamsters?

The CHAIRMAN. No; vice versa.

Mr. VERDINA. I wouldn't know.

The CHAIRMAN. Why wouldn't you? They are pretty closely associated.

Mr. VERDINA. That is up to Mr. Birthright. He is on the executive council, and the Teamsters have been expelled now, and he was friendly with Mr. Beck.

Mr. KENNEDY. And Mr. Hoffa?

Mr. VERDINA. I don't know about that.

Senator CURTIS. Coming back to your convention, have you reported this to the AFL-CIO officials, Mr. Meany?

Mr. VERDINA. The ethical practices committee, I believe, Senator Curtis, that is in the making.

Senator CURTIS. What do you mean by that?

Mr. VERDINA. A committee has been formed of the ones that have been let out since the convention.

Senator CURTIS. How many of you were let out?

Mr. VERDINA. Nine of us. All of these organizers have a record that goes back almost 30 years.

Senator CURTIS. What is the objective of this committee? What are they going to seek to do?

Mr. VERDINA. They are going to seek and find out a lot of discrepancies that are in that office of the general president, because nobody could look at anything in there.

Senator CURTIS. Is one of their purposes to get their jobs back?

Mr. VERDINA. Not necessarily.



Senator CURTIS. Because, as long as this power is vested in the international president to dominate the conventions and the delegates, it can happen again at any time.

Mr. VERDINA. It certainly can.

Senator CURTIS. Also, any action of the convention is a mere ratification of what the president wants.

Mr. VERDINA. Exactly so.

Senator ERVIN. I understand you to say that the president has the power to appoint international representatives.

Mr. VERDINA. That is right.

Senator ERVIN. Is there any limit? And also that the international representative has the same vote in a national or international convention as a duly elected delegate of a local?

Mr. VERDINA. There is no limit on the number appointed.

Senator ERVIN. The international president has the power to remove the secretary-treasurer of the local?

Mr. VERDINA. That is right. To remove the entire executive board and put it under trusteeship.

Senator ERVIN. Is the international president's name spelled B-i-r-t-h-r-i-g-h-t?

Mr. VERDINA. That is right.

Senator ERVIN. The way that thing has been operated the members of the union have been denied their birthright as American citizens to have some voice in the management of their own affairs.

Mr. VERDINA. Exactly so. On the election which was held on Friday on the last day, the opposition requested equal watchers at the polling booths, and he denied that, too. All his watchers had big buttons on them because he was a candidate for president and they had to go through these watchers in order to vote.

Senator ERVIN. Some strange things are happening in America.

Mr. VERDINA. It certainly is. At this day and age it is strange doing.

Senator ERVIN. How are the delegates elected in the locals?

Mr. VERDINA. By ballot vote, sir. I was an international representative by virtue of my job. I could have went there without being elected. But in my local union we had an election by closed-ballot vote—secret-ballot vote—and I was elected one of the delegates.

Senator ERVIN. It is a strange thing to me, sitting here in these hearings month after month, as to how much arbitrary power is exercised by one or two men in the union.

Mr. VERDINA. In this particular case it is just one.

Senator ERVIN. That has generally been true in most of them. I am astounded by it.

Senator CURTIS. But the situation is not cured if you just remove that one. You still have a constitution and bylaws that permit it to happen again.

Mr. VERDINA. We submitted changes and amendments to the constitution which were cast aside by the law committee. He appoints the law committee, too. Every amendment or resolution that is submitted by local unions is reviewed by the law committee, and if there is anything in these resolutions that would upset him personally, it goes into the waste basket. It never comes up on the convention floor.

The CHAIRMAN. Mr. Verdina, I hand you a photostatic copy of a letter dated November 28, 1956, addressed to the Waldorf-Astoria

Hotel, apparently signed by you as the secretary-treasurer of local No. 760. Will you examine the letter and state if you identify it.

Mr. VERDINA. Yes, sir, Senator.

The CHAIRMAN. Thank you very much. That may be made exhibit No. 3.

(Document referred to was marked "Exhibit No. 3" for reference, and will be found in the appendix on p. 15747.)

The CHAIRMAN. Are there any other questions of this witness? I want to introduce a couple of more letters at this point.

Mr. KAMERICK, will you be sworn?

Do you solemnly swear that the evidence you shall give this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. KAMERICK. I do.

### TESTIMONY OF PAUL E. KAMERICK

The CHAIRMAN. Mr. Kamerick, you may retain your seat. You are a member of the staff of this committee?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. And you have been since the committee was created?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. I hand you here a letter—two letters, in fact—dated March 7, 1956; one addressed to Mr. George Laufek, Meadow Gold Products Corp., Brooklyn, N. Y., signed by Joseph P. Hefferman, president, and it is on the stationery of Local 757 of the Ice Cream Drivers & Employees Union which, I understand, is affiliated, as it says on the stationery, with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and so forth. Will you examine that photostatic copy?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. Where did you get it?

Mr. KAMERICK. I secured this letter through subpoena from the Waldorf-Astoria Hotel.

The CHAIRMAN. From its files?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. That letter may be made exhibit 3A.

(The document referred to was marked "Exhibit No. 3A" for reference, and will be found in the appendix on p. 15748.)

The CHAIRMAN. It may be printed in the record at this point. It is dated New York, March 7, 1956, to Mr. George Laufek, Meadow Gold Products Corp., 777 Kent Avenue, Brooklyn, N. Y.

DEAR SIR: Your attention is called to the organizing drive of local 760, Barbers Union, against the Waldorf-Astoria Hotel, New York City.

Your cooperation is requested.

I hand you another letter dated March 7, 1956, on the stationery of Major Liquor Distributors, Inc., 910 Nepperhan Avenue, Yonkers 3, N. Y., addressed to Mr. Wallace W. Lee, Jr., Hotel Waldorf-Astoria, and signed by Alfred Kean, general manager of Major Liquor Distributors, Inc.

I will ask you to examine that letter and state if you identify it.

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. Where did you procure it?

Mr. KAMERICK. This was also secured under subpoena from the Waldorf-Astoria Hotel.

The CHAIRMAN. It may be made exhibit 3B, and it may be printed in the record at this point. It is not necessary to read it. It simply recites that they undertook to make deliveries of refreshments and were unable to deliver because of the picket line.

(The document referred to was marked "Exhibit 3B" for reference, and will be found in the appendix on p. 15749.)

(The text of the letter referred to follows:)

DEAR SIR: On March 6 and March 7 of this year we attempted to effect deliveries of wines and liquors to the Waldorf-Astoria Hotel. Since pickets were posted at the delivery platform and since our drivers were instructed by their union representatives not to cross the picket line, it was impossible for us to effect the delivery.

Kindly advise us when it will be possible for us to deliver this merchandise.

Mr. KENNEDY. The whole purpose of this picket line, Mr. Verdina, was to bring pressure on the Waldorf-Astoria?

Mr. VERDINA. Not necessarily.

Mr. KENNEDY. The major effort was in order to bring pressure on the Waldorf-Astoria?

Mr. VERDINA. No.

Mr. KENNEDY. What do you say the major effort was, to influence the employees in the barbershop?

Mr. VERDINA. That is right.

Mr. KENNEDY. Why did you have the picket line on at night, then?

Mr. VERDINA. Because a hotel is open all night and employees go in and out of that place all night long.

Mr. KENNEDY. There are no barbers going in and out at that time.

Mr. VERDINA. I understand. But we wanted to convey the message to our union people who worked in the hotel who might come in contact with the barbers, which they do.

Mr. KENNEDY. But not employees that are on at 12 o'clock at night.

Mr. VERDINA. There is a barbershop up on the 12th floor, too, which is independently owned.

Mr. KENNEDY. Why did you keep the picket line at all the entrances?

Mr. VERDINA. We did not keep the picket line in the evening in the front entrance. We only kept it on the service and employee entrance.

Mr. KENNEDY. You mean none of the employees can go in any other entrance?

Mr. VERDINA. They can go in anywhere.

Mr. KENNEDY. If the purpose was not to stop deliveries of milk and other produce at night, why did you keep the picket line at all entrances?

Mr. VERDINA. At nighttime there is nobody going in and out of the hotel. We know that the guests of the hotel would patronize the barbershop. We wanted to convey our message to the union people who worked in the hotel.

Mr. KENNEDY. Why was it important to find out whether the Teamsters were going through the picket line? Didn't you write all these people eventually and thank them for their help and support?

Mr. VERDINA. I did not write.



Mr. KENNEDY. Weren't they written?

Mr. VERDINA. They were written and thanked by our general president, Mr. Birthright.

Mr. KENNEDY. You can't sit there and tell the committee that you didn't know that the purpose was to bring the pressure on the Waldorf-Astoria.

Mr. GLASS. I submit, Mr. Chairman, this is argumentative. We are not seeking arguments but for facts.

The CHAIRMAN. We are asking you for a fact. Is it a fact?

Mr. KENNEDY. Is that correct?

Mr. GLASS. Let me have the question rephrased.

The CHAIRMAN. I rephrased the question. Is that a fact?

Mr. VERDINA. It was not a fact to me.

The CHAIRMAN. What was the purpose to bring the Teamsters in at all except to influence the hotel?

Mr. VERDINA. I didn't bring them in.

The CHAIRMAN. That was the purpose, was it not?

Mr. VERDINA. It was the purpose of the general president.

The CHAIRMAN. It was to influence, to put pressure on the hotel?

Mr. VERDINA. I don't know, Senator. I told you I follow orders.

The CHAIRMAN. You are not that dumb.

Senator ERVIN. You are not going to take back what you told me. You told me that the Barbers got the Teamsters to stop going there so the Teamsters could cut off the drink and victuals to the patrons of the hotel, so the patrons of the hotel could pressure the management of the hotel, so the management of the hotel could protest to the management of the barbershop, so the management of the barbershop could do something about the barbers joining your union. You told me that is the way it worked.

Mr. VERDINA. That is the way it worked.

Senator ERVIN. You don't want to take back the proposition that the Teamsters were persuaded not to cross the picket line, which cut off the food and beverages for the patrons of the hotel; is that not so?

Mr. VERDINA. That is what happened.

Senator ERVIN. It was intended to happen that way, too, was it not?

Mr. VERDINA. I don't know.

Senator ERVIN. You don't know that. You state on your oath, after having taken an oath to tell the truth, that you did not know that was the way it was intended to happen?

Mr. VERDINA. If that was the intention of our general president and the way he worked it that way and it worked out—

Senator ERVIN. He told you that he talked to Dave Beck down there and Dave Beck was going to stop the Teamsters from crossing the picket line, in that telephone conversation you had with him?

Mr. VERDINA. He said he would speak to Dave Beck. He didn't tell me what would happen.

The CHAIRMAN. He told you what did happen.

Senator ERVIN. When he told you he was going to speak to Dave Beck, you thought he was going to say good morning Mr. Beck. Is that what you thought?

Mr. VERDINA. I don't know, Senator, I wasn't there.



Senator ERVIN. You have enough intelligence to draw some conclusions, haven't you? Are you telling us that you didn't think that he was speaking to Dave Beck so that Dave Beck would cause the Teamsters not to deliver food and drinks to the hotel?

Mr. VERDINA. I wouldn't know that, Senator. I wasn't there.

Senator ERVIN. You know that is what happened up in New York after he talked to Dave Beck?

Mr. VERDINA. That is what happened.

The CHAIRMAN. Is there anything further?

If not, the committee will stand in recess until 10:30 in the morning (Members of the select committee present at the taking of the recess were Senators McClellan, Ervin, and Curtis.)

(Thereupon, at 4:45 p.m., the hearing recessed, to reconvene at 10:30 a.m., Friday, November 14, 1958.)



# INVESTIGATION OF IMPROPER ACTIVITIES IN THE LABOR OR MANAGEMENT FIELD

FRIDAY, NOVEMBER 14, 1958

UNITED STATES SENATE,  
SELECT COMMITTEE ON IMPROPER ACTIVITIES  
IN THE LABOR OR MANAGEMENT FIELD,  
*Washington, D.C.*

The select committee met at 10:30 a.m., pursuant to Senate Resolution 221, agreed to January 29, 1958, in the caucus room, Senate Office Building, Senator Sam J. Ervin, Jr., presiding.

Present: Senator Sam J. Ervin, Jr., Democrat, North Carolina; Senator Carl T. Curtis, Republican, Nebraska;

Also present: Robert F. Kennedy, chief counsel; Jerome Alderman, chief assistant counsel; Paul Kamerick, assistant counsel; John J. McGovern, assistant counsel; Ruth Y. Watt, chief clerk.

Senator ERVIN. The committee will come to order.

(Members of the committee present at the convening of the session were: Senators Ervin and Curtis.)

Senator ERVIN. Will you call the first witness?

Mr. KENNEDY. Mr. Chairman, the first witness this morning is Mr. F. C. Sawyer.

Senator ERVIN. Mr. Sawyer, will you come forward?

Mr. Sawyer, will you take the oath?

Do you solemnly swear that the evidence, given before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

## TESTIMONY OF F. C. SAWYER, ACCOMPANIED BY HIS COUNSEL

Mr. SAWYER. I do.

Senator ERVIN. Suppose you give us your name, and your occupation and your residence for the record.

Mr. SAWYER. My name is F. C. Sawyer and I am executive vice president of the Burt Manufacturing Co., in Akron, Ohio, and I reside at 3453 West Bath Road, Akron, Ohio.

Senator ERVIN. Do you have counsel?

Will counsel please identify himself in like manner for the record?

Mr. RABE. My name is Herman E. Rabe, and I am an attorney in Akron, Ohio, licensed to practice law in the States of Ohio and Iowa, and my address is Rural Route 5, Box 311, Medina, Ohio.

Senator ERVIN. Counsel will proceed.

Mr. KENNEDY. Mr. Chairman, I believe the witness has a statement that he would like to submit to the chairman, and the committee, and

then he was going to read excerpts from the statement into the record if that was permissible from the chairman.

Senator ERVIN. That will be entirely satisfactory. If he doesn't want to read the entire statement, the entire statement will be made a part of the record, and he can make whatever references to it or whatever readings from it that the witness desires.

Mr. SAWYER. Thank you, sir.

Mr. KENNEDY. You have given a copy of the statement to the chairman, have you?

Mr. SAWYER. I have, sir.

Mr. KENNEDY. That is the statement that will be placed in the record.

Mr. SAWYER. Yes.

The Burt Manufacturing Co., of Akron, Ohio, is a corporation which has, since 1890, been engaged in the manufacture, assembling, and fabricating, to customers' specifications, of roof type ventilator equipment, wall louvers and special sheet metal fabrication primarily for installation on large building such as schools, commercial, public, government, and industrial buildings. Burt ventilators and equipment are sold throughout the United States, to owners, engineering firms, contractors and subcontractors engaged in the planning and construction of buildings. The company has a sales staff of its own in addition to having 65 sales representatives throughout the nation to facilitate the sale of its equipment. It employs approximately 150 people at its plant of whom approximately 100 to 110 are factory workers.

For many years the Burt Co. has had trouble with a union, known as the Sheet Metal Workers International Association and its local unions.

This union controls the labor supply of skilled sheet metal workers in the construction industry and has over many years tried to prevent the use of Burt products in this industry. These efforts were only sporadic, however, until about 1946 when the number and effect of such incidents increased following the unionization of Burt's factory employees by the CIO union, the United Steelworkers of America.

From 1946 to 1955 there were numerous instances where the Sheet Metal Union tried to prevent, or did prevent, the installation of Burt's products on construction projects because these products were not made by members of their union. However, their efforts during this period did not assume the character of a planned, intensified nationwide boycott, but after the merger of the AFL and CIO in December of 1955 the boycott really assumed serious proportions.

The Sheet Metal Workers Union has never represented the employees at the Burt Manufacturing Co. plant. Prior to 1945 it had at various times exhibited interest in organizing some of Burt's employees, but apparently was never interested in having as members any of the employees other than the few men who might be classified as journeymen sheet metal workers, because the union was operating strictly as a craft union. There has never been a contract between the Sheet Metal Union and the Burt Co. for any of Burt's employees.

In 1942 the Steelworkers Organizing Committee organized some of Burt's employees and entered into a contract with the company for 1 year at the end of which time that union allowed the contract to



lapse. No contract was in effect thereafter with any union, and in October 1945 the United Steelworkers of America was certified by the National Labor Relations Board as the bargaining agent for Burt's employees following an election conducted by the Labor Board. Negotiations between the company and that union thereafter resulted in a contract on April 24, 1946.

Yearly contracts were negotiated until 1952 when a union shop contract was concluded. Successive contracts with the Steelworkers Union have continued from 1952 to date. Relations between the Steelworkers Union and the company since 1946 have been somewhat strained at times as the result of disagreement and hard negotiations, but as a whole the relations have been quite good. During this period wage increases and fringe benefits equal to or better than the average in our area have been negotiated between the Burt Co. and the Steelworkers Union. Relations between the company and its employees have been so satisfactory that very few grievances have been processed, and where grievances have been presented they have all been resolved with the exception of only one which went to arbitration.

The Sheet Metal Union, however, has never been happy about the fact that Burt's employees were not enrolled as its members. It was unwilling or unable to convince the Burt employees of its value as a bargaining representative, and so far as I know it has never requested the Labor Board to certify it as the bargaining representative of our employees. But the Sheet Metal Union since 1945, has never relented in its campaign to get Burt's employees into its union. It has made a few attempts to start organizing our employees, but its principal efforts have been directed toward a campaign of harassment of the Burt Co. to compel it to force its employees into their union despite the employees' apparent satisfaction with the Steelworkers Union.

In October 1946, after the conclusion of the first Steelworker contract, representatives of the Sheet Metal Workers Union exposed their vicious plan. A meeting was arranged in Akron between Burt representatives, Burt attorneys, a sheet-metal contractor, Mr. William Frost, the business agent of Sheet Metal Local No. 70 in Akron, and a Mr. Joseph Fredericks, a representative of the Sheet Metal Workers International Association out of its Washington headquarters. The meeting was arranged for the purpose of trying to find a solution to the problem presented by the refusal of Sheet Metal Union members, acting under Mr. Frost's instructions, to install \$75,000 worth of Burt ventilators on a new factory building being erected for the General Electric Co. at Coshocton, Ohio.

Mr. Frederick explained the reason for the union's action was that the Burt products were nonunion and scab made. It was explained to him that Burt's employees were members of the United Steelworkers Union under a contract with the company, but he said that made no difference to the Sheet Metal Union, and that, so far as it was concerned, even if the sheet-metal products were made by another A.F. of L. union, his union would consider them scab because they were not made by members of his union.

He explained that the only way the Burt Co. could get its products installed by Sheet Metal Union members was for the company to put its employees into that union.

When the company's attorneys explained to him that the company could not do this under the law, he said that he was not interested in such matters, and that such a problem was one for the company to solve. When further pressed by the company for a solution to the immediate problem, Mr. Frederick suggested that the company might shut down its plant and put the word out on the "grapevine" to its employees that the way to avoid trouble in the future was for them to get into the Sheet Metal Workers Union.

He said that the members of his union would not install products which were not made by its own members. The contractor explained that there was then no mass production manufacturer of ventilators of the type manufactured by Burt, which was organized by the Sheet Metal Union, but Mr. Frederick indicated that it was the position of his union that the products must be made by Sheet Metal Union members even if they had to be made by the hand process. The contractor then explained that to make these ventilators by hand would double the price of them.

Thereupon, Mr. Frederick said that his union was not interested in the price of any product, and he didn't care if it cost twice as much if it was made by hand, so long as it was made by Sheet Metal Union members.

After the certification of the Steelworkers Union by the Labor Board as the bargaining agent for Burt's employees in 1945, various Sheet Metal Union locals and the Sheet Metal International Association carried on a sporadic campaign to harass the Burt Co. so that it would compel its employees to join the Sheet Metal Union, but after the merger of the A.F. of L. and the CIO, in 1955, the campaign began in earnest. Prior to this time this union had principally confined its activities to the construction field and had very few members in any manufacturing plants. Following the merger its officers must have concluded that it would not be able to operate as it formerly had under the old craft union setup and they decided to invade the manufacturing field and organize employees in the fabricating plants. In 1956 they placed a special assessment upon its members to finance a nationwide organizing campaign, principally aimed at fabricating plants. The union advised its members, through its publications regularly mailed by the international association to all its members, that they should use their strength in the erecting field and refuse to handle, erect, or install sheet-metal products which were not made by Sheet Metal Union members.

They undoubtedly realized that they might get into trouble by pursuing such tactics, so they developed a new theory as a justification for their boycott of products not made by their own union members. The international association has, since about 1939, had what is known as the standard form of agreement, and every local union requires the sheet-metal contractors with whom it does business, to sign some form of this standard agreement.

This standard agreement provides, among other things, that it covers rates of pay, rules and working conditions of the employees engaged on work of sheet metal No. 10 gage, or lighter, including all work coming under the jurisdiction of the Sheet Metal Union.

It also provides that the employer agrees that only journeymen sheet-metal workers shall perform such work. This union contends the meaning of such language to be that the employer-contractor, who

signs such a contract, agrees that he will not handle, purchase or use in any manner, any sheet-metal work or materials not made by members of the Sheet Metal Union.

An examination of the language of these contracts clearly shows that the language does not mean this, but nevertheless this union uses this argument as its principal support for its boycott of products not made by its members.

When its officers and agents have in the past attempted to, or actually coerced or intimidated contractors in order to prevent them from using Burt's products they have within the last 2 years usually stated that they were not boycotting Burt's products, but were only expecting their contractor to live up to their strained interpretation of the standard agreement. It is further the union's justification for their boycott, that they are simply trying to preserve the work opportunities for the members of their union.

I would like now to relate to you some of the specific methods and examples where this union tried to harass the Burt Manufacturing Co. by coercing and harming Burt's customers, or prospective customers for the purpose of compelling the Burt Co. to force its employees into the Sheet Metal Union.

One method is to intimidate, in one manner or another, the architect who is drawing up the specifications for a construction project to induce him not to include Burt products in his specifications, or if he has included in the specifications, then to induce him to withdraw the Burt product and specify one made by the Sheet Metal Union. In July 1956 I was told by an architect, Mr. Bert Stevens, of Akron, that he had been requested by a sheetmetal contractor on the job to remove Burt ventilators from the specifications because the Sheet Metal Union business agents had told him that their members would not erect Burt products.

In April 1957 our company quoted prices on approximately \$35,000 worth of ventilator equipment for a new plant of the Western Electric Co. at Omaha, Nebr. The Brown & Kerr Co., of Chicago, Ill., was awarded the sheet metal contract, but although our sales representative in Chicago was led to believe that our bid was attractively priced, we were not given this contract. Mr. Kerr told both our sales representative in Chicago and myself, that he had been advised by one of the officials of the Sheet Metal Union in Chicago that Brown & Kerr Co. would not be able to erect the Burt ventilators if they were purchased for this job. Needless to say, we did not get the job.

I have been told by a number of architects and contractors that the architects with whom they do business have said that they were afraid to specify Burt products, because of the trouble the Sheet Metal Union has caused over the installation of Burt ventilators.

The widespread campaign is further exemplified by the fact that on March 26, 27, 28, and 29, 1957, we were advised by our sales representatives from such widely scattered points as St. Louis, Pittsburgh, Cleveland, Boston, Washington, D.C., Detroit, and Parkersburg, W. Va., that contractors and other persons in the sheet metal industry in their areas had advised them they could not purchase or use any Burt products because the Sheet Metal Union officials had told them that their members would not handle Burt's ventilators.

Another technique used was the publication of "fair" lists. The international association published them in their official organ, the



Sheet Metal Workers Journal, and the national director of the organization, Mr. George Reese, stated in the Journal that the products on such lists were "acceptable for installation" by the members of the Sheet Metal Union.

It is obvious that the international association was saying to all of its 60,000 members to whom the Journal is sent that products made by any manufacturer, not included in such "fair" list, were "not acceptable for installation" by members of his union.

The Burt Manufacturing Co. was never included in any such "fair" lists. Business agents distributed these "fair" lists to the sheet-metal contractors and told them if they used products manufactured by concerns other than concerns like those on such lists, then the union considered that the contractor had broken his standard agreement with the union and he would have to take the consequences of such act.

In instances where the union has not exerted sufficient pressure on the architect, owner, or contractor to cause him to refrain from ordering Burt products, the union has used another method, which has been quite successful in certain instances to prevent the use of our ventilators.

This method is to withhold any sheet-metal workmen from the construction project until the contractor or owner agrees not to use the Burt products. This is very effective because the Sheet Metal Union controls practically all of the available supply of sheet-metal workmen in many areas in the United States.

Furthermore, most of the sheet-metal contractors would be afraid to use sheet-metal workmen who were not members of the Sheet Metal Union, even if they could locate such work, because to do so would mean a picket line by the Sheet Metal Union which the members of the other unions working on the construction project would not cross and, therefore, a shutdown of the entire construction project would result.

This method cost my company a \$17,000 order in 1956 for ventilators on an \$85 million stamping plant being built by the Chrysler Corp. at Twinsburg, Ohio. The order had been placed with our company but the Sheet Metal Union business agents threatened to picket the job if our ventilators were used, and for many weeks they withheld furnishing any sheet-metal workmen for many other types of sheet-metal work on this building which had nothing to do with the ventilators themselves.

Finally, in desperation, the Chrysler Corp. required the contractor to cancel the contract for our ventilators because the failure to have any sheet-metal work done on the building was preventing the completion of the building.

Another example of this bad method was the refusal of local 70 to furnish sheet-metal workmen in 1957 for a building being constructed by the Municipal University of Akron.

The contractor, Conditioned Air, Inc., of Charleston, W. Va., had contracts with the Sheet Metal Union to use only their union members, but despite numerous requests on its part to local 70 to furnish workmen for this job, the union refused to do so for a period of about 3 months.

All sheet-metal work on the building was thus stopped even though most of it had nothing to do with Burt ventilators, which were the target of the union's action.



Burt ventilators were not specified in the building contract, but the union was fearful that our ventilators would be used, and they demanded, as a price for the union to furnish workmen, that the sheet-metal contractor and the university agree in advance that Burt ventilators would not be used.

A deadlock was broken only when Mr. C. A. Palmer, president of the Burt Manufacturing Co., and a loyal alumnus of Akron University, agreed to donate the necessary Burt ventilators, worth about \$2,500, to the university.

Mr. Frost, business agent of local union 70, then had the audacity to say that since our company had donated the ventilators it should donate the labor of installing the ventilators by paying his members for doing the work of installation. These tactics of the union had been thoroughly exposed in a series of articles by the local newspaper, the Akron Beacon Journal, so the union heads apparently feared violent public reaction if they further delayed the construction of this public building, after our company had donated the ventilators, and they relented and furnished workmen for the job so the ventilators were installed.

However, the work on the building had been delayed from the first of November 1957, until sometime in January 1958.

If products not made by members of the Sheet Metal Union are specified, or to be used on a building, this union sometimes uses the device of preventing the offending products from being unloaded at the job site.

On the University of Akron job to which I have just referred, Mr. Lloyd Kenny, a business agent for the union in Akron, refused to allow sheet-metal material for this job to be unloaded from the truck on December 30, 1957. He refused to furnish sheet-metal workmen to unload the material, and the contractor was afraid to have anybody else unload this material because he knew that if he did so this union would place pickets on the job and cause the entire construction program to be closed down.

The material was not unloaded at the job at that time, but was hauled away and stored in a warehouse, although the sheet-metal contractor needed it on the job.

A classic example of this technique was employed by the union in 1956 in connection with an order our company had had for \$90,000 worth of ventilators to be installed on a new engine plant which the Ford Motor Co. was building in Lima, Ohio. We shipped the first railroad carload of ventilators to the job where they arrived July 5, 1956, but the union's business agent and steward told the sheet-metal contractor's foreman, who was a card-carrying member of the Sheet Metal Union, that these ventilators could not be unloaded from the railroad car, nor could they be used on the job because they were not made by their union.

The union would not provide workmen to unload the railroad car, nor authorize other workmen to unload it, and the foreman was afraid to have the material unloaded, for fear of penalty against himself by the union, or for fear of having the entire construction project closed down.

Despite frantic appeals by the sheet-metal contractor, and the general contractor, the union refused to budge from its position.

The railroad company kept insisting to Burt Manufacturing Co. that we free this car of its freight, but we were unable to get it unloaded from July 5 until September 17, 1956, in the meantime demurrage charges were accumulating, which our company had to pay, and the other ventilators which we were manufacturing on this order were backing up in our factory because we were afraid to ship them.

In August 1956, through the assistance of Mr. Peter McGavin, the assistant to George Meany, I personally obtained a meeting in Washington with Mr. Robert Byron, general president of the Sheet Metal Workers International Association, and Mr. Edward Carlough, its secretary-treasurer, at which time I tried unsuccessfully to get these men to release this carload of ventilators. We were finally able to obtain their release through the personal intervention of James Mitchell, the U.S. Secretary of Labor, who contacted Mr. Carlough and asked for the release of this material, after I had gone to Washington to meet with the Secretary of Labor, and the Congressman from our district, William H. Ayres, at a meeting arranged by Ayres.

The union representatives are aware, well aware of the fact that their actions are illegal, under the secondary boycott provisions of the Taft-Hartley Act, if they directly stop workmen who are handling our ventilators.

Therefore, in most instances the union tries to intimidate the contractor, architect, engineer, or building owner, rather than the workmen themselves, to prevent the use of our products on a job. In a great many instances the union representative tells the foreman of the sheet-metal workers on the job, who is usually a member of the Sheet Metal Union, that he should not handle Burt products, or products not made by members of the Sheet Metal Union. These foremen have been well conditioned by the publication of the international union, and other instructions of union officials, or they may be in sympathy with the union's aim, and they are therefore easily induced to refrain from handling Burt's products. For instance, the superintendent for the sheet-metal construction work on the Akron University job in 1957 was instructed by the union not to handle any Burt products.

Likewise, in 1954, on another University of Akron job a foreman, who was a member of the Sheet Metal Union, was instructed by Business Agent Kenny not to install the Burt ventilators which were then at the job site, until he heard further from the union, and therefore he did not attempt to have his men install the ventilators until Mr. Kenny released them a week or so thereafter.

Still another method used by the union is to place their own members in fear that they will be fined or penalized by the union if they work on Burt products.

In December 1955, business agent Kenny threatened the Wooster Sheet Metal Co. in Akron that the union would fine employees of this company who were members of the Sheet Metal Union if they continued to work on Burt ventilators.

That such threats had their effect is demonstrated by the fact that in May 1957 when two of this company's employees were instructed by their superior to install Burt ventilators on the Ohio Bell Telephone Building, both men refused. One man said, "We would be fined if we did by the local union," and the other one justified his refusal

by saying that he was afraid of getting into trouble with the union if he handled our products.

In January 1958 we were advised by a sheet-metal contractor in Canton, Ohio, that his men had been told by the Sheet Metal Union business agent, that they would each be fined \$50 by the union if they were caught installing Burt ventilators.

The fear of the union member of punishment at the hands of his union is understandable by an examination of the constitution of the international union which requires each member to take an oath to subscribe to and abide by the provisions of the constitution and all rules of his local union. The constitution asserts the broad jurisdiction of this union over all light sheet-metal work, provides for the standard form of agreement which the union says will not permit their members to handle products not made by their union members, and authorized penalties for members who transgress its provisions.

In some instances union representatives threaten the employer with whom they have the standard form of agreement, that they will cancel that contract if he uses Burt products. Such threats were made to the Wooster Sheet Metal Co. and Kasch Roofing Co. in Akron, after other means of intimidation by the union had failed to prevent these contractors from using Burt products.

Mr. Whittington, of the Kasch Roofing Co., said that he knew what these threats meant. He said that it meant the union would instruct his employees, who were members of the union, which was the majority of his employees, to quit working for him, and that the union would not furnish him with other employees to carry on his business. He told the union representative that he interpreted this to mean that they were in effect closing down his business. The union representative agreed that his interpretation was correct.

In fact, the campaign of harassment against the Wooster Sheet Metal Co. had reached such a pitch that the owners of the business agreed in writing, at the union's insistence, that they would no longer use Burt products if the union would only allow them to install those which they then had on hand. It is terrifying to me, to think that in this country a businessman can be so intimidated by a union that he will enter into a written agreement not to use a product which he thinks is best adapted for his business.

The same union tried to compel the Kasch Roofing Co. to sign an agreement that they would no longer use Burt products but the company refused.

In a few instances union representatives actually compelled their members to stop work because Burt ventilators were being used. In October 1957, Mr. Clarence Desch, a Sheet Metal Union business agent, went to the roof of a building in Cleveland on which the sheet-metal contractor, Mannen & Roth, had a crew of men installing Burt ventilators. Desch inquired of the foreman, who was a member of the union, if these were Burt ventilators, and he thereafter examined the contractor's shipping bills and invoices, and upon determining that they were Burt ventilators, he ordered the foreman to stop installing the ventilators until further word from the union.

The crew of men were pulled off the work, removed entirely from that job and given to other jobs of the contractor elsewhere.



In September 1956 Mr. Clifton D'Angulo, a Sheet Metal Union business agent, went on to the roof of the storage warehouse being constructed for the Chesapeake Storage Co. in Columbus, Ohio, and stopped the members of his union from installing Burt ventilators, and further required the removal of these ventilators from the construction project entirely.

In this instance also, the foreman was a member of the Sheet Metal Union. The sheet-metal contractor on this job was the Tri-State Roofing Co., of Charleston, W. Va.

Later in 1956 this same contractor had the contract for sheet-metal installation, including ventilators, on a building of Ohio University at Athens, Ohio, and also on a building for the Athens City High School. Tri-State requested approval of Burt ventilators, for the university building, from the office of the Ohio State architect, because this university is a State-owned university. The State architect's office refused to approve Burt ventilators, and stated in their letter:

Due to an unfortunate labor situation currently existing, we are returning herewith, not inspected, all copies of the shop drawings for gravity roof ventilators for the subject project \* \* \* which you forwarded to us under date of December 4, 1956.

From experience on other projects we have learned that Burt Manufacturing Co.'s products are not acceptable in this State, currently (at least not on a state-wide basis), to the AFL Sheet Metal Workers Union.

This attitude of the State architect's office was brought to the attention of Governor Frank Lausche, now United States Senator Lausche, who investigated the matter, and straightened out the architect's office on such procedure. However, despite repeated efforts on the part of Tri-State Roofing to obtain assurance from the Sheet Metal Union representatives in Columbus, or from Secretary-Treasurer Carlough in Washington, that the union would install Burt ventilators on these two jobs, they were never able to obtain such assurance.

Since they knew what to expect from the union if they tried to use Burt ventilators, as they had on the warehouse for the Chesapeake Storage Co., Tri-State canceled their contracts for Burt ventilators on both the Ohio University job and the Athens High School job.

We have learned of some instances in which the sheet-metal contractor was, after considerable harassment by the Sheet Metal Union, permitted to install Burt products, but only after agreeing to pay a financial penalty to the union members.

In May of 1956 our company shipped two carloads of ventilators as a part of a \$35,000 order for ventilator equipment to be used on a factory being erected for the Campbell Soup Co. at Napoleon, Ohio. We were informed by the contractor that the union business agents prevented him from installing our ventilators for almost 2 months, but finally relented and told him that he could use them in this instance, but that he would have to pay double time to their union members for all work performed in erection of the ventilators.

This contractor told us that this experience had taught him his lesson, and that he would not thereafter attempt to handle any products which were not manufactured and approved by the Sheet Metal Union.

This pressure by the union upon the sheet-metal contractor places him in a very difficult position. In many instances Burt ventilators



were written into the specifications of the construction contract, and the sheet-metal contractor was therefore bound by his contract to install Burt ventilators, but if he attempted to do so he often faced the danger of serious trouble with the Sheet Metal Union.

However, union business agents were entirely unsympathetic to the contractor's plight as exemplified by the statement of business agent William Frost to the Kasch Roofing Co. in Akron. When Mr. Whittington of the Kasch Co. explained that if he complied with the union's demands, and substituted ventilators made by the Sheet Metal Union members instead of the Burt ventilators as specified in the contract, which the Kasch Co. had signed, that his company was breaking its contract, Mr. Frost told him that under those circumstances if he was to break any contract it would be better for him to break his contract with the owner who was constructing the building than it would be to break his contract with the union, by using Burt ventilators.

Furthermore, in many instances, the owner who was having the building constructed, had specified that he wanted Burt ventilators but the position taken by this union would compel the contractor to ignore the desire of the owner of the building, and install equipment which he perhaps did not want.

It is impossible for us to know the hundreds or perhaps even thousands of instances in which somebody in the sheet-metal construction field was harassed or intimidated concerning our products. We are certain that many instances occurred which we never heard about, but during the years 1956 and 1957 I do not believe that a day passed in which there was not reported to our company one or more of the acts of intimidation, or attempted intimidation, such as I have just related to you.

You are probably wondering what our company has tried to do to protect ourselves or to solve our problem. Of course, as vice president in charge of sales, I did everything I could by my individual efforts, to assist the contractors to carry out their obligations and to install our products. The greater part of my time for several years has been consumed with this effort, rather than with my normal occupation of attempting to sell our products.

Our attorneys have advised us that they held little hope for success by filing of lawsuits seeking an injunction or damages. It was their conclusion that the courts, either Federal or State, offered very little chance of success. They explained to us that the boycott provisions of the Taft-Hartley Act were ineffective because of the many loopholes.

They further told us that since these tactics of harassment were occurring throughout the entire United States, that a great many lawsuits would need to be filed, and that it would be a very cumbersome and expensive process. Since we are a small company, we concluded that we could not embark upon such a costly campaign when it offered such little hope for success.

We have requested the Committee on Education and Labor of the House of Representatives, and also this committee of the Senate, to investigate this boycott. We have at various times urged Ohio representatives and senators, as well as those of other States, to enact legislation to help solve our problem. Our attorneys have laid the

facts of this case before the Antitrust Division of the U.S. Department of Justice, to seek their assistance.

At various times in recent years, our attorneys have contacted regional offices of the National Labor Relations Board, with respect to incidents which had occurred in their areas, but in all such instances we were given little comfort because of the inadequacy of present-day legislation to cope with such a problem.

In early 1957 I, with one of our attorneys, and Mr. David Feller, an attorney from the office of the general counsel for the United Steelworkers Union, had a meeting with Mr. Jerome Fenton, General Counsel for the National Labor Relations Board in Washington. Both the union and the company requested the General Counsel to initiate proceedings to grapple with this problem on a nationwide basis. Our request was taken under advisement.

In June 1957 we filed a charge with the regional labor board in Cleveland, against the international association, and 3 or 4 of its most active local unions. The board investigated for many months, and finally, in December 1957, issued a complaint charging the international and its locals with conducting a secondary boycott in violation of sections 8(b) (4) (A), (B), (C), and also with a violation of section 8(b) (1) (A) of the Taft-Hartley Act, by carrying on a campaign designed to coerce the employees of Burt Manufacturing Co. in the choice of their collective bargaining representative.

During all this time the boycott of our products continued unabated until the Labor Board, in March 1958, obtained a temporary restraining order from the United States district court in Cleveland, Ohio, against the union to be effective until such time as the Labor Board itself made a complete determination as to the validity of our charge.

Since the issuance of the Federal court order there has been almost a complete cessation of the union's campaign against our company, as far as we know. In April 1958 an extensive hearing was held before a trial examiner of the National Labor Relations Board, and at the present time we are awaiting a report of the examiner, but we have no assurance that the recommendations of the trial examiner, or even of the National Labor Relations Board itself, will terminate our problem, if the ruling is adverse to the union.

Since the possible legal remedies offer little hope for success we have devoted our principal efforts in the last 5 or 6 years toward finding a solution to our problem within the house of labor itself. We started with the officers of the Steelworkers Union, in our plant, and over the years we have kept them fully informed of the activities of the Sheet Metal Union, and the harmful effects it was having on our company.

We continuously urged them to seek the assistance of the higher labor officials within their own union, or elsewhere, to try to correct the situation. We likewise have kept the representatives of the Steelworkers International Union, in our area, informed as to the various aspects of the problem, and entreated them to seek the help of the top officialdom of their union.

We enlisted the aid of the secretary of the council of the CIO unions in Akron, and he tried to effect a solution in the Akron area by working through the federation of the AFL unions in Akron, but he was unsuccessful.

We have contacted various district directors of the Steelworkers Union and have had many contacts with the top officials of the Steelworkers Union. I have kept fully informed at all times Mr. Oral Garrison, the assistant to Mr. David J. McDonald, president of the Steelworkers Union, concerning the developments and incidents as they occurred over the past several years. On a number of occasions I discussed the boycott with Mr. McDonald himself, and strongly urged him to use his efforts to help us solve our problem.

When the AFL and CIO merged, a representative of each of the old federations were selected to help resolve jurisdictional problems which might arise between the unions which formerly belonged to either the AFL or CIO. I immediately presented our problem to Mr. Al Whitehouse, who was the representative of the CIO on jurisdictional matters, and who is the director of organization for the industrial union department of the merged AFL and CIO. Mr. Whitehouse discussed our trouble with Mr. Richard Gray, his counterpart from the old AFL, and with various other union leaders in the merged federation over a period of many months, but he finally told me that he was powerless to assist us in any way, and that the solution, if any, to our problem would have to be affected by someone with greater authority than he had.

As a result of our continual prodding of the Steelworkers Union for action, on November 7, 1956, Mr. McDonald filed with George Meany a complaint against the Sheet Metal Union for its treatment of the Burt Manufacturing Co.

On November 13, 1956, a meeting of Mr. Byron and Mr. Carlough, of the Sheet Metal Union, and officials of the Steelworkers Union, was held in the office of Mr. Peter McGavin, acting on behalf of Mr. Meany, to try to resolve the problem. Mr. McGavin's efforts met with no success.

During the meeting Mr. Byron was asked by Mr. David Feller, attorney for the Steelworkers Union, if the dispute could be settled by the Steelworkers turning over to the Sheet Metal Workers Union the employees of the Burt Manufacturing plant. Mr. Byron replied that it would settle the matter.

This statement by Mr. Byron was consistent with the demand expressed by him in a letter dated November 16, 1955, to Mr. B. W. Ohler, district director of the Steelworkers Union, in Cleveland, Ohio. Mr. Byron wrote this letter pursuant to a request from Mr. George Meany that his union discontinue their refusal to install Burt ventilators on a new high school in Medina, Ohio. Mr. Byron complied with Mr. Meany's request.

In his letter Mr. Byron said:

This company (Burt) has been nonunion for our organization for many years, and we have tried a number of times to organize them, but to no avail.

We did not know that the Steelworkers had an agreement with the Burt Manufacturing Co., so called our business representative, Frost, to release the job. We hope in the near future, when your agreement with this company expires, that with your help we may be able to put them in our organization where they belong, as our fair contractors cannot compete with them. Their scale is at least \$1 per hour less than the Sheet Metal Workers' scale.

The same sentiments were expressed to me by Mr. Byron on August 1, 1956, in his office in Washington when he told me that the solution to our problem was for our company to take its employees out of



the Steelworkers Union and put them into the Sheel Metal Workers Union.

When the meeting in Mr. McGavin's office on November 13, 1956, failed to effect a solution the problem was, in accordance with the official procedure of AFL-CIO, placed on the agenda of the executive council for its meeting in January of 1957. At that time the executive council designated three of its members to constitute a committee to decide this dispute between the two unions. The committee consisted of Mr. George Meany; Mr. George Harrison, president of the Railway Clerks Union; and Mr. Joseph Beirne, president of the Communications Workers Union, and this committee was given full power to resolve the problem.

On February 18, 1957, this committee visited our plant in Akron, studied the facts involved, and on April 17, 1957, issued its decision. The decision reads:

The committee unanimously finds, as a result of a study of all facts in this situation, that the actions of the Sheet Metal Workers International Association in putting pressure on the Burt Co. are in violation of section IV, article 3, of the AFL-CIO constitution, which protects the established collective-bargaining relationships of all affiliates. There is no question but the United Steelworkers negotiated and signed a union-shop contract taking effect on August 2, 1952.

At no time insofar as we can ascertain have the Sheet Metal Workers directly challenged the Steelworkers to any election proceedings in the Burt plant. It is clear from the letter written by President Byron, of the Sheet Metal Workers International Association, to District Director Ohler, of the United Steelworkers, on December 16, 1955, that the actions of the Sheet Metal Workers International Association are designed to bring pressure on the Burt Co. for the purpose of inducing the Burt Co. to terminate its collective-bargaining relationship with the Steelworkers Union.

The committee, therefore, renders this decision on behalf of the executive council, and directs that the Sheet Metal Workers International Association cease and desist from any actions designed to impair the collective-bargaining relationships of the United Steelworkers with the Burt Manufacturing Co.

However, the Sheet Metal Union did not cease and desist with its boycott.

As boycott incidents continued to arise we kept the United Steelworkers fully informed, and on a number of occasions informed Mr. Meany of the same incidents, but this did not stop nor slow down the boycott.

In August 1957, the AFL-CIO executive council met in Chicago, and we exerted every effort to induce them to enforce the order of the Meany committee. Mr. Meany announced at that meeting that Mr. Byron, of the Sheet Metal Union, had agreed to cease and desist from any refusal of its members to install Burt products.

The next day Mr. Byron, in a telegram to Mr. Meany, said that he had been misquoted.

Mr. Meany, in a letter dated September 16, 1957, to Mr. David J. McDonald, stated with reference to Mr. Byron's statement that he was misquoted:

I merely repeat again that President Byron told me in Chicago that his international association was not boycotting the Burt Co., and that he would see to it that his members would install the material in any place where they were working. He also promised to run down any complaint that representatives of the Sheet Metal Workers were putting on pressures to prevent the use of Burt equipment on any job.

Up to the present time President Byron has not repudiated any of these statements to me. I must assume, until I receive notice to the contrary, that he will



uphold the commitment made to me in Chicago. If you have any instance where (1) the representatives of the Sheet Metal Workers, since the Chicago meeting, have attempted to prevent the use of Burt equipment, or, (2) any instance where the Sheet Metal Workers are holding up any job by refusing to install Burt equipment, I would appreciate it if you would so advise me.

Upon receipt of any information on specific job complaints I shall immediately contact President Byron, of the Sheet Metal Workers, and request him to live up to the commitment made to me in Chicago.

Pursuant to this statement of Mr. Meany, our company kept Mr. McDonald and Mr. Meany fully informed of the many instances where the Sheet Metal Workers Union refused to install Burt products or continued with their campaign against Burt products. So far as we were able to ascertain, the AFL-CIO was unable to compel the Sheet Metal Workers Union to comply with the order of the Meany committee.

After considerable pressure was further applied within the AFL-CIO, its executive council, meeting in February 1958, adopted a resolution proposed by Walter Reuther barring boycotts by one affiliated union against another. This resolution was adopted pursuant to the AFL-CIO constitution which explicitly guarantees that the integrity of the affiliates of the federation shall be maintained and preserved. Thereafter, the executive council, upon the recommendation of Mr. Meany, established the impartial umpire system for the settlement of interunion boycotts. Mr. David Cole was selected as the umpire and to him was referred the Burt Manufacturing Co. case.

The greater part of a year has passed since this action was taken, and no decision has yet been rendered by Mr. Cole, to my knowledge.

After a long and fruitless search for a solution to our problem within the house of labor we have regretfully concluded that the AFL-CIO is unwilling to solve our problem or is incapable of reaching a solution.

We will never know the full extent of the harm that has been done to our business by virtue of the Sheet Metal Union's campaign. We are aware of the fact that we have lost much business in the past because of this boycott which we otherwise would have obtained. We know this because we have been told by the contractors in many instances.

However, I believe that much greater harm has been done to our business by the intimidation of businessmen in the sheet metal industry who have never told us that they feared to use our products, but they simply refrain from ever specifying or ordering any of our ventilators. We estimate that in the last 2 or 3 years we have lost on an average of \$500,000 worth of business each year, and the total figure will probably run \$3 to \$4 million over the last few years.

There is no moral justification for a secondary boycott, and there should be no legal justification for it. To attack certain employers, by injuring or destroying those with whom they do business, is indefensible. It is a weapon which is being used more extensively every year by different unions against innocent employers. I think that Congress intended to completely outlaw the secondary boycott in the enactment of the Taft-Hartley Act, but subsequent decisions of the Labor Board and of the courts have developed very serious weaknesses in this legislation which has, for all practical purposes, emasculated its effect.

I respectfully suggest that the Taft-Tartley Act should be strengthened with respect to secondary boycotts in the following manner :

1. By making it unlawful to coerce secondary employers, as well as employees.

2. By plugging the loophole which now permits the boycott by the union by preventing workmen from accepting work for the secondary employer, or by failing or refusing to supply workmen for the purpose of carrying out the boycott.

3. Make the boycott unlawful whether it be one caused by the act of a single employee instead of the acts of two or more employees, as is required at present.

4. Do not permit either the union or the employer to legitimize a boycott by contract such as the standard form of agreement of the Sheet Metal Union attempts to do, or as the hot cargo clause in other union contracts would do.

I know that there are other remedies suggested by evil practices in other industries, but I will not attempt to make any suggestions about them.

Although great harm is caused to the primary object of the union's boycott, such as the Burt Manufacturing Co., and much damage is done to the business of the innocent secondary employer, I believe that the secondary boycott causes the most serious injury of all, to the public at large. The few examples I have cited show how much boycotts can harm the public by greatly increased costs of products, but what is more important they violate the fundamental right of every person or business to purchase and use any product he chooses. I believe that the American people are entitled to expect legislation which will preserve such individual liberties against encroachment of any boycott no matter what the purpose of the boycott may be.

Campaigns such as the boycott of the Sheet Metal Workers Union are attempts to establish monopoly control to the detriment of the public interest. The public is protected against such monopolistic campaigns by business concerns today, and labor unions should be subjected to the same controls and regulations.

I sincerely believe that the spreading, pernicious harm caused by the secondary boycott by unions would be substantially eliminated if the unions engaging in such practices were made subject to the application of the antitrust laws.

(Members of the committee present at this time are: Senators Ervin and Curtis.)

Mr. ADLERMAN. Mr. Sawyer, you were the innocent party in the dispute between the Steelworkers Union and the Sheet Metal Workers Union; is that correct?

Mr. SAWYER. Yes, sir.

Mr. ADLERMAN. You had no choice of what union you wished to have in your shop?

Mr. SAWYER. None whatsoever.

Mr. ADLERMAN. You were not allowed to interfere or persuade your men to leave the Steelworkers Union and join the Sheet Metal Workers Union?

Mr. SAWYER. No, sir.

Mr. ADLERMAN. That is a violation of the NLRB law as you understand it?

Mr. SAWYER. Yes, sir.

Senator CURTIS. If counsel would yield at that point, I would suggest that counsel would recount that in the original instance of recognizing the union the employer would have no choice?

Mr. ADLERMAN. That is correct.

Senator CURTIS. That is correct, is it not?

Mr. SAWYER. That is right.

Mr. ADLERMAN. As a matter of fact, you had an NLRB election——

Mr. SAWYER. Back in October 1945.

Mr. ADLERMAN. And you had the Steelworkers Union as your union in your shop since 1945?

Mr. SAWYER. Since the contract was signed in April 1946.

Mr. ADLERMAN. You have a union shop agreement now?

Mr. SAWYER. Yes, sir.

Mr. ADLERMAN. Can you tell us or estimate for us the financial loss that you sustained by reason of the dispute between the Steelworkers and the Sheet Metal Workers?

Mr. SAWYER. As stated, we estimate, sir, that in the last 2 or 3 years we have lost on an average of \$500,000 worth of business each year, and the total figure will probably run \$3 to \$4 million over the last few years.

Mr. ADLERMAN. What remedy did you have? Did you seek an injunction on your own during this period of time?

Mr. SAWYER. No, sir; we did not. An injunction is sought by the National Labor Relations Board as the result of a complaint filed.

Mr. ADLERMAN. You had to proceed through the National Labor Relations Board, satisfy them that you had a valid complaint, and it was up to the National Labor Relations Board then to seek the injunction for you?

Mr. SAWYER. Yes, sir. That is extremely difficult due to the fact that ordinarily it is necessary to file a complaint in each area of the NLRB throughout the United States.

Mr. ADLERMAN. In other words, you might have as many as 13 or 14 different districts that you would have to apply it?

Mr. SAWYER. Yes, sir; that is right.

Mr. ADLERMAN. Did they finally agree to start a proceeding in one district?

Mr. SAWYER. Yes. After we had contacted Mr. Fenton we requested that it be considered on a nationwide basis. Then when it was filed in the northern Ohio district it was accepted on that basis.

Mr. ADLERMAN. Is that considered rather an unusual step? Is this the first time that was done?

Mr. SAWYER. Yes, sir.

Mr. ADLERMAN. As I understand it, there is a Sheet Metal Manufacturers Association?

Mr. SAWYER. Yes.

Mr. ADLERMAN. Has the Steelworkers Union entered into an agreement with this association; the standard form of agreement?

Mr. SAWYER. Has the Sheet Metal Workers Union entered into a standard form of agreement with the Sheet Metal Manufacturers Association?

Mr. ADLERMAN. Yes.

Mr. SAWYER. No, sir. They enter into a standard form of agreement with each sheet metal contractor. The Sheet Metal Contractors Association is a national association of the various contractors. But



the national association does not enter into a standard form of agreement.

However, there was an article in Heating, Air Conditioning magazine that indicated that an approach had been made by the international association to the Sheet Metal Contractors Association to enter into a boycott of any products which were not manufactured by the Sheet Metal Contractors Association.

Mr. ADLERMAN. In other words, this agreement that was entered into between various sheet metal contractors and the union in effect was in the nature of a hot-cargo contract, was it not?

Mr. SAWYER. Yes.

Mr. ADLERMAN. Except it affected your goods rather than the transportation of goods. It affected the installation of your goods?

Mr. SAWYER. Or the unloading or handling or the purchase.

Mr. ADLERMAN. Did this have a serious effect on the purchase or use or installation of your goods in the construction of buildings?

Mr. SAWYER. It controls it. In other words, this intimidation by the Sheet Metal Union on the sheet metal contractor, trying to force them to live up to their standard form of agreement states, or they state to the sheet metal contractor that they will be in violation of that agreement if they purchase, use, handle, or install any Burt equipment. Therefore, the contractor is afraid to purchase, use, or install Burt equipment.

Mr. ADLERMAN. I have no further questions.

Senator ERVIN. As I understand it, in 1945 they had a representative election in your plant or business, and your employees chose the United States Steel Workers to be their bargaining representative?

Mr. SAWYER. Yes, Senator.

Senator ERVIN. And they have continued to have the United Steelworkers as the bargaining representative ever since?

Mr. SAWYER. Yes, sir.

Senator ERVIN. The United States Steelworkers is a very powerful union, is it not?

Mr. SAWYER. It has a total membership, as I understand it, of approximately 1,200,000.

Senator ERVIN. Do you have any reason to think that the United Steel Workers cannot obtain as favorable a contract for the workers which it represents as bargaining agent as the Sheet Metal Union or any other union?

Mr. SAWYER. After sitting in with the negotiations since 1946 I can assure you, sir, they can.

Senator ERVIN. So you would draw the inference from your experience that the only question here or the only desire that could have been brought about by the Sheet Metal Union in obtaining representation for your employees would be the benefits which would accrue to the Sheet Metal Union rather than to the employees, is that not so?

Mr. SAWYER. Yes, sir.

Senator ERVIN. You stated that you have had harassment from 1946 to 1958 when the district court issued a temporary injunction or restraining order?

Mr. SAWYER. Yes, sir.

Senator ERVIN. On several occasions you were informed by the officials of the Sheet Metal Union that the only terms on which you



could buy your piece with them would be for you in effect to compel your employees to take them as their bargaining representative rather than the United Steel Workers Union?

Mr. SAWYER. Yes, sir.

Senator ERVIN. That was from August 1947 when the Taft-Hartley law became the law and unfair labor practice on the part of an employer, to attempt to influence the choice of the bargaining agent by his employees, is that not so?

Mr. SAWYER. We are not permitted to tell our employees who must be their bargaining agent.

Senator ERVIN. So this boycott which you have described in detail of your products by the Sheet Metal Union has been based, according to you by the officials of that union, solely upon the refusal of your company to engage in what would be an unfair labor practice under the Taft-Hartley law and compel your employees to take them as a bargaining representative rather than the union they had freely chosen to represent them?

Mr. SAWYER. Yes, sir.

Senator ERVIN. I will ask you if a boycott of this nature if successful not only interferes with the rights, of employees, to freely choose their own representative but it has an inevitable tendency to minimize competition to the detriment of the consuming public?

Mr. SAWYER. Yes, sir; it definitely does. During these various contacts that we have had with this union, the one incident in Chicago on the Johnson Outboard Motor Division in Waukegan, Ill., at that particular time when we were trying to get the release of the \$35,000 worth of ventilators we went to see one of the union officials of the Sheet Metal Workers in Chicago.

I took along Mr. John McKendrick who is a Steelworkers' representative. Mr. McKendrick asked Mr. Krautman of that union if Burt ventilators could be installed and he said emphatically no. He also asked him if the Burt Manufacturing Co. had an AFL Sheet Metal Union, if that would solve the problem, even though we were located in Akron.

He still said no because they had a contract with a concern in Chicago named the Octagon Ventilator Co., and they were going to protect those men in that plant and they were not going to permit other ventilators to come into that area. That same condition exists not only in Chicago, but also in other territories.

Just as an example, in the New York area it has been a known public fact for many years that the New York local will not permit sheet metal products manufactured by companies outside of the New York area to be shipped into New York even though they belong to an AFL Sheet Metal Union.

I had a large company which employs approximately well over a thousand sheet-metal members come from Baltimore, Md., to discuss this problem within the last few months, to ask what we thought about their possibility of setting up an AFL sheet metal plant outside of the New York area and to see whether or not they could get their products shipped in.

From their investigation they also were under the impression that they would be unable to get any sheet metal products shipped into the New York area even though they were manufactured by an AFL Sheet Metal Union.

Senator ERVIN. Congress has passed a law which in effect says you could not accede to the demands of the Sheet Metal Union without perpetrating an unfair labor practice?

Mr. SAWYER. That is right.

Senator ERVIN. Then the Congress failed to give you any protection based upon your compliance and observance with an act of Congress.

Mr. SAWYER. That is as I understand it, Senator.

Senator ERVIN. I will make an honest confession. I sat down sometime ago after I came on this committee and tried to get an understanding of the secondary boycott provisions of the Taft-Hartley law and candor compels me to confess that the more I studied it the more confused I became and the less I know about it, and I think that Professor Gregg, professor at the University of Virginia Law School, who wrote a book called "Law and Labor," stated that when Congress enacted the secondary boycott provisions of the Taft-Hartley law that it used very vague and indefinite language making it almost incomprehensible and that thereafter the National Labor Relations Board and the courts in attempting to construe it made it inscrutable. That is substantially the statement.

Maybe it is not the exact words but it is the substance of it.

Do you have a question, Senator?

Senator CURTIS. Mr. Sawyer, you have put a great deal of material and have consistently stated it in your paper. It will be very helpful to the committee. Now, this boycott has existed a matter of 12 or 14 years, hasn't it?

Mr. SAWYER. Since 1946, Senator Curtis.

Senator CURTIS. Now, as you see it, does the operation of this boycott deprive the ultimate customer of any right of free choice that he ordinarily would have in our free economy?

Mr. SAWYER. Yes, I definitely think it does, Senator. As pointed out in the statement where Mr. Whittington, of the Kasch Roofing Co., was told by a business agent that it would be better for him to break his contract with a customer in which the contractor or in which the customer had stated that certain products were to be used—it would be better to break that contract with the customer than to break his standard form of agreement with the Sheet Metal Union.

In other words, they are not giving any recognition to what the public might want, but only what they want.

Senator CURTIS. In other words, if the boycott is continued and is to be successful from the standpoint of the Sheet Metal Workers Union, it definitely narrows the choice of merchandise available to customers; is that right?

Mr. SAWYER. That is correct, sir.

Senator CURTIS. And definitely in the long run, and no doubt in the short run too, that tends to raise prices rather than lower them. The more narrow the competition becomes, that is true; isn't that correct?

Mr. SAWYER. That is correct, sir, and in fact if it was narrowed down to the point that if every ventilator or manufacturer in the United States was forced into the Sheet Metal Workers Union, it is not only probable but possible that prices could be controlled.

Senator CURTIS. As has been clearly pointed out here, it is a jurisdictional dispute and not a complaint of workers themselves by

reason of what they might determine substandard wages or working conditions. That issue is not involved at all, is it?

Mr. SAWYER. No, Senator. The members in our local union, and our plant, have publicly and otherwise stated that they are very satisfied with the contract which they have with Burt Manufacturing Co., and that they do not want to change their affiliation, and they are very satisfied with the Steelworkers International Union.

Senator CURTIS. Mr. Sawyer, I want to ask you a question or two that you may wish to let your counsel answer, or you may wish to advise with him.

Referring to this standard form of agreement that has been inserted in contracts, that has been likened to the "hot cargo" clause in the transportation industry, would such a contract that did not involve a labor organization but was merely between management, be lawful?

(At this point, the witness conferred with his counsel.)

Senator CURTIS. You may answer if you wish.

Mr. RABE. In my opinion definitely it would be unlawful, because it would be in restraint of trade, as long as it is an employer or business organization rather than a union.

Senator ERVIN. If I may interrupt you on the same point, also if it was by transportation companies which happened to be common carriers, it would offend the common law or principle that a common carrier has to take and transport the goods of everybody without any distinction as long as they have the facilities, wouldn't it?

Mr. RABE. That is definitely true. I happen to know that personally because we represent some trucking companies who have had that same problem with the "hot cargo" clause.

Senator CURTIS. My own feeling in all of these matters of practices and invested powers, and so on, is that labor organizations should not be singled out for punitive legislation but that we should adhere to the principal of equality before them all. What is lawful for one group to do should be a privilege extended to all groups and vice versa, what is prohibited should be prohibited.

In this boycott involving the Burt Manufacturing Co., I am thinking of what you recited about the problem in the New York area. It has in a sense constituted an interference with interstate commerce, hasn't it?

Mr. SAWYER. I think so, sir.

Senator CURTIS. Now, referring to page 29 of your statement, you list certain loopholes or suggestions for changes in the law. Is it your opinion that corrective legislation ought to be enacted even though in your particular case the injunction now pending should become permanent and your case would be solved?

That still would not solve the problem generally as it affects a lot of people over the country, isn't that true?

Mr. SAWYER. Senator Curtis, the Burt Manufacturing Co. has had a serious problem. However, there are many, many other companies throughout the United States that are having this same problem day in and day out, sir. Even though the Burt Manufacturing Co. should get a permanent restraining order from the National Labor Relations Board, it does not solve the problems of all of these other companies.

They should also have protection.



Senator CURTIS. And likewise, if the current labor leaders, all factions, would come to an agreement that would end in a solution for Burt Manufacturing Co., that would not solve the problem because by reason of retirement and determination and resignations and so on we do not know who the labor leaders will be 2 years from now, or 5 years from now, or in the future; isn't that correct?

Mr. SAWYER. That is a very important fact, Senator.

Senator CURTIS. Now, referring to the specific suggestions on page 28, I might ask your attorney this question: Are you familiar with the measure that has been pending in the current Congress, S. 76, about secondary boycotts?

Mr. SAWYER. I have read it, sir.

Senator CURTIS. Mr. Counsel, have you read it?

Mr. RABE. Not recently, but I have read it.

Senator CURTIS. In reference to your first point that employers be included on the same basis as employees, that is definitely covered in the bill?

Mr. SAWYER. Yes, I know it is.

Senator CURTIS. In reference to your third point, making the boycott unlawful whether it be one caused by the act of a single employee instead of the acts of two or more employees, is required because of the present act. This problem is also taken care of in S. 76.

The present law, as I recall, uses the term "concerted action." That, of course, requires more than one person. Sometimes one key individual can be the object of the pressure, and so far as all practical purposes it has the same effect as concerted action; isn't that correct?

Mr. SAWYER. That is correct. Just as an example, the foreman or the steward on a job is told by the business agent that he is not to permit the installation of the Burt equipment. Since he is the one that gives the orders, he just does not give the orders and that is just as effective as if he had told two or more of the workmen not to install or handle the equipment.

Because they told one key employee, then it is not a violation according to the present interpretation.

Senator CURTIS. Now, point No. 4 is as follows:

Do not permit either the union or the employer to legitimize a boycott by contracts such as the standard form of agreement of the Sheet Metal Union, or as the "hot cargo" clause in other union contracts would do.

S. 76 covers that point. We have language in there where it makes these acts unlawful notwithstanding a provision in a collective bargaining agreement, which I believe would be broad enough to take care of it.

Now coming back to point No. 2, you suggest plugging the loophole which now permits the boycott by the union by preventing workmen from accepting work for the secondary employer or by failing or refusing to supply workmen for the purpose of carrying out the boycott.

I believe S. 76 takes care of that. At the moment I am not prepared to cite the particular language we have in there. However, I am inclined to think that it does take care of that. If not, further attention will be given to it.

It is your opinion, speaking as a citizen interested in our economy generally, that even though your case might be settled either by in-



junction or by agreement of labor leaders and business leaders, for the good of our economy as a whole and the interest of workers situated such as yourself and businessmen, some legislation ought to be enacted.

Mr. SAWYER. Definitely.

Senator CURTIS. You mentioned that your loss in sales probably ran around \$500,000 a year. About how many people do you employ?

Mr. SAWYER. Approximately 150.

Senator CURTIS. A sizable portion of that \$500,000 in sales, had you had that business, would be reflected back in wages in your locality?

Mr. SAWYER. Plus increased employment. We feel during the last several years that our company should have grown considerably, but we have been unable to expand because of this harassment.

Senator CURTIS. I know it would be a guess or an estimate, but would you put that guess that you probably would have taken on 50 more employees or another 100 employees, or perhaps doubled?

Mr. SAWYER. We believe so, sir.

Senator CURTIS. What is your opinion, based upon your intimate knowledge of these transactions, not on the ultimate consuming public but upon the businessmen who handled your products. You sell through jobbers, do you, or how do you sell?

Mr. SAWYER. We sell through manufacturers' representatives direct to the subcontractors, or the owners.

Senator CURTIS. So your customers are contractors?

Mr. SAWYER. Yes, sir; and we sell through what we call manufacturers' representatives.

Senator CURTIS. Do you think that your customers have suffered?

Mr. SAWYER. I believe that they have, sir.

Senator CURTIS. In what way?

Mr. SAWYER. I know they have suffered by the holdup and the delays on these various jobs.

Senator CURTIS. And just as the ultimate consumer who must pay for the building has his choice restricted under a practice that can only lead to higher prices, your direct consumer likewise has his choice restricted, too; doesn't he?

Mr. SAWYER. Yes, sir.

(At this point, members of the committee present are: Senators Ervin and Curtis.)

Senator CURTIS. Mr. Chairman, I think that is all. I am going to make a request that is a little bit different from some of our other proceedings because this secondary boycott does involve a legal question. I ask unanimous consent that at this point a copy of S. 76 may be printed in our record.

Senator ERVIN. It will be included at this point.

(S. 76 is as follows:)

[S. 76, 85th Cong., 1st sess.]

A BILL To amend the Labor Management Relations Act, 1947, as amended and for other purposes

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Labor Management Relations Act, 1947, as amended, is hereby further amended as follows:*

(a) Section 8(b)(4) of title I of such Act is amended to read as follows:

"(4) To exert, attempt to exert, or threaten to exert (regardless of the provisions in any collective bargaining or other contract) against an employer, or

employees of an employer, economic or any other type of coercion, by picketing or by any other means, where an object thereof is—

“(A) causing or attempting to cause any employer or self-employed person to join any labor or employer organization ;

“(B) causing or attempting to cause an employer or other person to cease doing business with any other person ;

“(C) causing or attempting to cause any other employer to recognize or bargain with a labor organization as the representative of his employees unless such labor organization has been certified as the representative of such employees under the provision of section 9 ;

“(D) causing or attempting to cause any employer to interfere with his his employees’ right to join or refrain from joining a labor organization as set forth in section 7 ;

“(E) causing or attempting to cause employees to join or refuse to join a labor organization except as provided in the first proviso to section 8(a) (3) ;

“(F) causing or attempting to cause any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class rather than to employees in another labor organization or in another trade, craft, or class, unless such employer is failing to conform to an order or certification of the Board determining the bargaining representative for employees performing such work : *Provided*, That nothing contained in subsection (b) shall be construed to make unlawful a refusal by any person to enter upon the premises of any employer (other than his own employer), if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such employer is required to recognize under this Act : ”.

(b) Section 10(1) of title I of such Act is amended by striking out the first sentence and inserting in lieu thereof the following: “Whenever it is charged that any person has engaged in an unfair labor practice within the meaning of paragraph (4) (A), (B), (C), (D), (E), or (F) of section 8(b), the preliminary investigation of such charge shall be made forthwith and given priority over all other cases except cases of like character in the office where it is filed or to which it is referred.”

(c) Section 303 of title 3 of such Act is amended to read as follows: “Whoever shall be injured in his business or property by reason of any act or acts which are made an unfair labor practice under section 8(b) (4) of the National Labor Relations Act, as amended, may sue therefor in any district court of the United States subject to the limitations and provisions of section 301 of this Act without respect to the amount in controversy, or in any other court having jurisdiction of the parties, and shall recover the damages by him sustained and cost of the suit.”

Senator ERVIN. At this point I will ask Mr. Sawyer if he can identify this document. It apparently purports to be a blank printed copy of the standard form of union agreement used by the Sheet Metal Union and mentioned by you in the course of your testimony.

Mr. SAWYER. This is the standard form of union agreement, Senator, that is used by the Sheet Metal Workers Union with their sheet metal contractors.

Senator ERVIN. That will be marked as exhibit No. 4 and placed in the record.

(The document referred to was marked “Exhibit No. 4” for reference and may be found in the files of the select committee.)

Senator ERVIN. I would judge from your statement about Mr. Meany’s effort to settle this jurisdictional dispute between these two unions, that you can say about his job like Jehovah said about his job in “Green Pastures”: that being Jehovah is no bed of roses.

Mr. SAWYER. No, sir ; it definitely is not.

Senator ERVIN. The committee wants to thank you for appearing before us and giving us this information.

Mr. RABE. I wonder, Senator, if I might add one remark. The question was raised by Senator Curtis as to the solution for the Burt problem within the AFL-CIO, if that would be effective to help others, and I might say that Mr. Meany and the AFL-CIO Executive Council in considering the Burt boycott have specifically said that in their consideration and their treatment of it, it applies only to the Burt Manufacturing Co. and to no other company that might be in any related position.

Mr. SAWYER. However, originally I would like to say that the Burt Manufacturing Co. case was the first case to be presented to the merged federation after its formation in December of 1955, and shortly thereafter, after we started getting some relief through the merged federation, other companies also started submitting their complaints to the federation for relief.

At that time Mr. Meany stated that the Burt case would be the precedent established for the settlement of all other cases. However, after he visited our plant on February 18, 1957, and then issued his letter to the Sheet Metal Workers to cease and desist in April of 1957, then he, as stated by Mr. Rabe, said that it applied only to the Burt case because, as I understand it—he didn't state in the letter—because of the jurisdictional fight going on between the building trades department and the industrial union department of the merged federation.

Senator ERVIN. Did the Sheet Metal Union at any time ask for an election to give your employees an opportunity to see whether they preferred it to be bargaining representative in preference to the United Steel Workers?

Mr. SAWYER. They have never requested an election, Senator.

Senator ERVIN. Thank you, gentlemen.

Call your next witness.

Mr. KENNEDY. Mr. William Frost, Mr. Chairman, accompanied by his counsel.

Senator ERVIN. Do you solemnly swear that the evidence given before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

**TESTIMONY OF WILLIAM O. FROST, ACCOMPANIED BY COUNSEL,  
MORTIMER RIEMER**

Mr. FROST. I do.

Senator ERVIN. Mr. Frost, will you give us your full name and your occupation and your residence for the record?

Mr. FROST. William O. Frost. I live at 5923 Oxford Avenue, Akron, Ohio.

Senator ERVIN. Are you represented by counsel?

Mr. FROST. Yes.

Senator ERVIN. Will counsel please identify himself for the record?

Mr. RIEMER. My name is Mortimer Riemer. I live at 3721 Meadowbrook Boulevard, Cleveland, Ohio. I am a member of the Ohio bar and the bar of the Supreme Court of the United States.

Senator ERVIN. Mr. Frost, the chairman has been advised that you have not been entirely well lately and if at any time you want to rest just let us know and we will try to treat you with every consideration.



Mr. FROST. Thank you.

Senator ERVIN. Proceed, Mr. Counsel.

Mr. KENNEDY. Mr. Chairman, I believe Mr. Frost has a prepared statement that he has submitted in accordance with the rule.

Senator ERVIN. Do you desire to present your statement first?

Mr. FROST. Yes.

Senator ERVIN. You may proceed. At any time you feel indisposed we will try to relieve you from testifying temporarily.

Mr. FROST. Mr. Chairman and members of the committee, my name is William O. Frost and I am the business manager of Sheet Metal Workers Local Union No. 70 of Akron, Ohio, an affiliate of the Sheet Metal Workers International Association, AFL-CIO.

I appear before your committee today to testify about the Burt Manufacturing Co. of Akron, Ohio, as part of this committee's inquiry into the problems of alleged boycotts.

My local union is a small one of about 800 members. The international union is a union of skilled craftsmen, with about 100,000 members throughout the United States. It is one of the few unions whose members install what they fabricate. This is not a case of a giant union trying to harass and ruin a small employer. On the contrary it is a case of a small union trying to protect the legitimate interests of its members and to enhance and increase the work opportunities of those employees that it represents, in the fabrication, assembly, and installation of sheet-metal products.

It is important to outline the background of the relations between the union and the Burt Manufacturing Co. The sheet-metal worker is a skilled mechanic. It takes at least 4 years of related on-the-job training to produce a reasonably skilled metalworker.

But learning never ceases, and modern technological changes place additional burdens upon our members to increase their skills and adaptability. The demand for skilled workers is ever increasing. It has been estimated, for example, that for every 100 skilled craftsmen in 1955, we will need 124 in 1965.

Today sheet-metal workers are called upon to fabricate and assemble aircraft, missile and propulsion systems, wind tunnels, and a whole host and variety of modern complicated products. It is the job of the union to help produce the mechanics and draftsmen who do this. We do it through apprentice training programs licensed by local, State, and Federal agencies. Having produced a skilled craftsman, we cannot keep men in the trade unless the union is in a position to give some assurance that with the acquisition of skill will go reasonable guarantee of steady employment. No useful purpose is served to train a man who cannot be employed.

The work of a sheet-metal worker in the past has been subject to seasonal unemployment. About 45 percent of our members are employed in fabrication of sheet-metal products. Late fall until early spring was a period of unemployment for the 55 percent who worked on installation of those items. Over a long period of time there evolved the concept that the union had to become a union of craftsmen and not simply one of workers who would install products that were fabricated or made by others.

In other words, what a sheet-metal worker undertook to install on any job, he also would fabricate and assemble. This meant that the

union would do more than furnish men at a labor rate to install sheet-metal products. It meant in a positive way that the contractor would not only install sheet-metal products but would fabricate and assemble what he contracted to install using sheet-metal workers to do all the work.

Therefore, by contract with the sheet-metal contractor the union endeavors to do a total job of manufacturing, fabricating, assembling, and installing sheet-metal products and where possible the work includes all of these various steps or processes.

As a result the sheet-metal contractor is able to provide, subject to some fluctuation, of course, some semblance of year-around employment because what he now installs are those products that he has assembled and fabricated in his own shop during that period of the year when construction might not be possible.

Under the broad jurisdictional award that has been given to the international union covering the fabrication of sheet-metal products, we provide in our agreement with employers that it shall cover rates of pay and other working conditions pertaining to the manufacture, fabrication, assembly, and installation of sheet-metal products and that the journeymen, skilled craftsmen, and apprentices will be employed to do that work.

The employers recognize that the agreement not only protects the employees but helps the contractors as well. The agreement covers the installation as well as the manufacture, fabrication, and assembling of sheet-metal products. It protects the employees because it gives full-time employment.

The work which is installed under union conditions has been manufactured, fabricated, and assembled under union conditions. Thus, the union tries to reverse the trend from a seasonal occupation of installation craftsmen, when weather permits, to a year-around occupation, not totally dependent upon weather conditions. We can say to the apprentice that we have a trade which gives him the status of a skilled craftsman and meets the demands of modern industry for the products it is called upon to produce.

In the light of this background let us look into the Burt Manufacturing Co., case a little more closely. Burt has been in business in Akron for about 64 years. It manufactures ventilators, exhaust heads, louvers, and other articles. Its products are similar in many respects to those produced by employers under contract with the union.

For more than 50 years Burt operated without any union. In 1941 or 1942, Burt employees, dissatisfied with their working conditions, came to us and asked for organization. At that time their average hourly wage rate was about 57½ cents an hour.

The campaign of the union met with vigorous opposition. Wage increases were given to the employees, they lost interest in the union, submitted to Burt's pressure, and nothing was accomplished in the line of organization. In 1943, Burt employees again expressed an interest in the union. One of their principal complaints was their low hourly rate. Conferences were held between union representatives and officials of the Burt Manufacturing Co., but a major stumbling block to agreement was Burt's low average hourly rate of pay and a refusal on the part of Burt to train apprentices.

This dissatisfaction resulted eventually in 1945, in the organization of the plant by the United Steel Workers. At that time the average

hourly rate was about half that being paid in the sheet-metal shops represented by my union. Our members were receiving a minimum of \$1.67½ cents per hour. Today the hourly rate of an employee in our shops is \$3.54 plus 10 cents welfare per hour.

Apprentices in the first half of their first year receive 50 percent of this hourly rate; and in the last half of their fourth year, 90 percent of the rate. The ratio of apprentices to journeymen is one apprentice to four journeymen. The average rate being paid today by Burt Manufacturing Co., will show, I believe, upon investigation to be about \$2.10 per hour. Thus, it is apparent that Burt enjoys a tremendous competitive advantage because of its wage rates over union shops, manufacturing or fabricating a similar line of sheet-metal products.

This gross inequity will have the ultimate effect of turning our members into routine mechanics unable to produce products required by modern industry and seal off the job opportunity for the employment of new men who seek to enter the field.

The law, however, places definite limitations on the union. It cannot without risk and the possibility of a damage suit induce or encourage the employees that we represent and employed by some other employer to refuse to install or handle or work upon Burt products. The law does permit the union to discuss these problems with our employers. In a competitive economy where we are trying to maintain stability of employment for our own members we are prevented by law from encouraging employees to exercise legitimate economic protests against the use of Burt products.

Burt, with the vast advantage the law gives it, as well as the advantage which follows from the low hourly wage rates that it pays its employees, has a superior economic position in competition against union contractors. Burt produces its products, sells them in the competitive market, and then asks employers under contract with the union to install what it produces when our employers can manufacture, assemble, install the same or similar products. As a result, contractors would merely sell the labor of skilled craftsmen and be denied the opportunity of manufacturing and assembling the products that Burt insists it install.

If this situation is permitted to continue, the union faces gradual but inevitable decline to a point where it will be a source of supply for workers to install sheet-metal products that have been made under adverse conditions by other employees working for other employers. We ask only that we be permitted to make every effort that the law will allow to protect our jurisdiction to keep the employment of our members steady, train apprentices, and encourage young men to enter the industry.

In order to do this, however, we ask that employers who are under contract with the union live up to the terms and conditions of that contract. The union has the right to protect its own claim to work by insisting legally that employers under contract with it comply with the terms of their agreements and give the work covered by the agreement to employees represented by local No. 70.

This union is not engaging in a secondary boycott against any of Burt's products or any other employer. It is not striking Burt nor attempting to force its employees out on strike. The union is not attempting to organize Burt employees. We have given assurance to President George Meany that this would not be undertaken and it has



not been undertaken. Local No. 70, moreover, has not struck to enforce its contract with its employers. It has confined itself solely in its relations with signatory employers to legitimate efforts to make those employers comply with the terms of their agreements with the local union.

Mr. Chairman and members of this committee, unfair competition among employers, based upon lower wage rates to employees, tends to destroy the working conditions and wage standards of all employees. Frequently, we find ourselves in the unfortunate position of being criticized for inability to extend union conditions in the industry. We have a duty to protect those employers and to pledge contractually in accordance with the law that we will do everything within our power to obtain uniform wage and working conditions in the sheet-metal industry. Although Burt would have it appear that it is the employer suffering the hardship, this committee cannot ignore those employers who are in agreement with this union and who have every right to perform the work which is now denied to them by the unfair competition of Burt.

Thus, I think it is apparent, Mr. Chairman and members of the committee, that the action of our union with respect to Burt is just one aspect of an honorable effort of a responsible craft union to protect wage standards and working conditions. Indeed, the union can do no less if it is to be worthy of the trust imposed in it by its members and the employees it is privileged to represent.

Mr. KENNEDY. I just want to ask you about these wage rates on page 4 that were mentioned here. You say:

The average rate being paid today by Burt Manufacturing Co. will show, I believe, upon investigation to be about \$2.10 per hour.

What would the journeyman rate be at the Burt Manufacturing Co.?

Mr. FROST. That is the overall picture.

Mr. KENNEDY. You are comparing it here to journeymen in the Sheet Metal Workers Union. What would the journeymen at the Burt Manufacturing Co. be paid?

Mr. FROST. That \$2.20 rate would be the average.

Mr. KENNEDY. Everybody employed by the Burt Manufacturing Co.?

Mr. FROST. Yes. There would be some higher. As far as we could determine, that is about the average.

Mr. KENNEDY. Does that include the janitor and everybody?

Mr. FROST. Yes.

Mr. KENNEDY. I think it would be better if we could get a comparison of those who are actually employed at Burt Manufacturing Co. who do the same work as the people who are members of the Sheet Metal Workers Union. That would be a more accurate comparison than just a comparison of the \$3.54 an hour that Sheet Metal Workers employees get and an average of what everybody gets at Burt Manufacturing Co. Maybe you can get that information and give it this afternoon if you don't have it now.

Mr. FROST. I might state that we took a man at Burt that was getting 70 cents an hour in 1942, and he came over to our local and joined it and he went to work for \$1.40 an hour and just doubled his wages from what he was receiving at the Burt Manufacturing Co.

Mr. KENNEDY. That would not necessarily show. We will have to get the accurate figures at this time unless you have them here. I

understand from talking to some of the other witnesses that the employees receive a considerably higher figure than \$2.10.

Mr. RIEMER. Mr. Kennedy, I do have a job classification chart of the Burt contract with the United Steelworkers effective June 3, 1957, which contains all of their rates. Since then the contract has been amended and there has been an additional wage increase, I think, of 12.5 cents per hour. I will be glad to submit that.

Mr. KENNEDY. Will you submit that to the chairman?

Mr. RIEMER. Yes.

Mr. KENNEDY. We are going to have a representative from the Steelworkers Union testify and maybe he would put more information in the record on it.

Senator ERVIN. You say this is not the prevailing rate at the Burt Manufacturing Co. This has been changed since then?

Mr. RIEMER. There have been increases, as I understand it, Mr. Chairman, of 12.5 cents an hour.

Senator ERVIN. How did you get this?

Mr. RIEMER. That is a photostat of an exhibit introduced in the district court proceeding or in the trial before the trial examiner of the National Labor Relations Board. I don't know which proceeding it came from.

Senator ERVIN. Introduced by whom; do you know?

Mr. RIEMER. I can't answer that question. It was introduced by the Board or General Counsel.

Senator ERVIN. All I want to do is to be sure that it is identified.

Mr. RIEMER. It is authentic, sir.

Senator ERVIN. This is supposed to be the rates agreed on by the United Steelworkers Union?

Mr. RIEMER. Sir, those are the rates contained in the 1957 contract between the United Steelworkers and Burt Manufacturing Co.

Senator ERVIN. And offered in evidence in the injunction hearing?

Mr. RIEMER. I believe, sir, it was offered in evidence in the Labor Board case. It was not pertinent, probably, in the district court proceeding.

Senator ERVIN. I will withhold ruling on it until we have an opportunity to go into it. If I understand your paper right, you take the position that the Sheet Metal Union has a right to organize both the fabricators and what I would call the installers of sheet-metal products?

Mr. FROST. Mr. Chairman, our trade is a trade that we take the job from the blueprints and from the sheet—sheet-metal sheets—and we lay it out, we have our draftsmen, and a lot of our work has to be tailored, made specific to a job. We don't only erect but we do fabricate. All our shops fabricate.

Senator ERVIN. That is the point I was trying to make: You take the position that your union should organize both those who fabricate sheet-metal work and those who install it?

Mr. FROST. Yes. Any time our employer gives part of our work away our members lose that amount of work.

Senator ERVIN. Your ultimate objective of your union, therefore, is to try to get a monopoly as bargaining agent for those who fabricate as well as those who install?

Mr. FROST. We want employment. When we get a contract in one of our shops to do work, we feel that members of our union have a right to perform it.

Senator ERVIN. That is your objective. That is the objective of your union?

Mr. FROST. Yes; to perform that work on the contract. There is no monopoly on that, as far as that goes.

Senator ERVIN. I am not an expert in this field. I would assume, though, that the working hours of those who install sheet-metal work are dependent to some substantial degree upon weather conditions; aren't they?

Mr. FROST. A lot of our work is dependent on weather conditions.

Senator ERVIN. And those who work purely in fabricating sheet metal products work under circumstances where they are protected from the weather?

Mr. FROST. That is true. Also on a lot of bad days where our shop has the fabrication our men go into the shop and work in the shop on bad days when they can't work outside.

Senator ERVIN. That is not true in all instances, is it? There is a great deal of loss of time due to weather by those who install sheet metal products?

Mr. FROST. Yes.

There is a loss of time on outside work.

Senator ERVIN. They should be paid higher than those who have a steady job to meet both ends, isn't that true?

Mr. FROST. That is true.

Senator ERVIN. The hourly rate of those who install is ordinarily in the very nature of things higher than those who fabricate?

Mr. FROST. That is true. Years ago when I worked at the trade our shop sometime would build up to maybe 100 to 125 men in the summertime in good weather. We would drop down to maybe 30 men in the wintertime.

I made thousands of these ventilators myself. We made them during the winter and we put them in stock. So when a job would be available we would have them already made. That used to be our winter's work. If we had not fabricated we would have lost a lot more time than we did.

Senator ERVIN. It is readily understandable that if your union had a complete monopoly of both it would have more jobs at its disposal. That stands to reason. The thing that troubles me from the evidence I have heard here is—the evidence that has been offered on behalf of the Burt Manufacturing Co.—would indicate that your union failed to pursue the methods by law to become the bargaining agent of those who work for the Burt Manufacturing Co.

Did your union ever seek to obtain a National Labor Relations Board supervised election to give the employees of the Burt Manufacturing Co. an opportunity to say whether they preferred the Sheet Metal Union to the United Steelworkers?

Mr. FROST. We had 63 of the Burt's employees signed to an application in about 1941 or 1942 out of 80 employees. At that time after three or four meetings with the Burt Manufacturing Co. there was an increase granted to the boys and then they lost interest.



Senator ERVIN. That has been 17 years ago; 16 or 17 years. Is there any time in the last 16 or 17 years that the Sheet Metal Union attempted to obtain representative election to give the employees of the Burt Manufacturing Co. an opportunity to say whether they preferred them to the United Steelworkers?

Mr. FROST. We have never contacted Burt employees ever since they joined the Steelworkers. We never contacted them and had any talk or anything like that with them, toward representing them. We realized when the Steelworkers went in there as a union that they had a right to represent them.

Senator ERVIN. I believe you admitted that your union had boycotted the use of products of the Burt Manufacturing Co., did you not?

Mr. RIEMER. I beg your pardon, Mr. Chairman. I don't think the witness has admitted a boycott.

Senator ERVIN. Let us put it another way. You have admitted that your union undertook to discourage a third person from using the products of the Burt Manufacturing Co., if I understood you right?

Mr. FROST. We only asked our contractors to live up to our agreement, and that is to manufacture and fabricate the material we were using on the job. It might have been one company or it might have been a dozen companies. We have always asked our employers to manufacture everything they could within reason with our boys that belonged to the union.

Senator ERVIN. In the course of those conversations did you inform them that the Burt Manufacturing Co. did not employ the members of your union to fabricate their products.

Mr. FROST. We always asked them to live up to our agreement.

Senator ERVIN. Did you ever talk about the Burt Manufacturing Co. by name and make a request of the contractors?

Mr. FROST. More than likely once in a while Burt would be discussed just as other ventilators.

Senator ERVIN. I am trying to get a very plain and simple answer. Your union—as actively attempted to persuade contractors who install sheet metal products and users of such products from using such products manufactured by the Burt Manufacturing Co., have you not?

Mr. FROST. Yes.

Senator ERVIN. And your ultimate object in that activity has been to obtain representation or become the bargaining agent of the workers of the Burt Manufacturing Co.?

Mr. FROST. No. We wasn't interested except only having our contractors live up to our standard form of union agreement.

Senator ERVIN. You don't mean that you wanted to put the Burt Manufacturing Co. at a disadvantage economically and had no objective whatever in view?

Mr. FROST. No. It was the idea of getting work for our members. That is what we wanted the work for. It might have been a dozen, as I say, different products.

Senator ERVIN. Was your object merely to keep the people who worked for the Burt Manufacturing Co. from having any work to do?

Mr. FROST. No. It was the idea of getting our contractors to live up to the agreement they had with our union.

Senator ERVIN. Mr. Frost, are you telling the committee that you were not interested in anyway in your union becoming the bargaining representative of those who worked at the Burt Manufacturing Co.?

Mr. FROST. No. I was not interested in representing the Burt Manufacturing Co. employees.

Senator ERVIN. You didn't even want them to join your union? Is that what you are telling this committee?

Mr. FROST. I had tried in 1941 and 1942 and I failed and from that day on when they went to the Steelworkers we forgot about them altogether. It was their privilege to belong to whatever union they wanted to. We did not interfere. We only wanted to get our contractors to live up to our standard form of agreement.

Hundreds of times there would be different articles that our shops could make, and we also tried to get them to perform that work with our members. That was my duty as the agent representing the union.

Senator ERVIN. If I understand the English language, you are stating positively that after 1941 and 1942 your union was not doing anything whatever to become the bargaining agent and had no desire to become the bargaining agent of the employees of the Burt Manufacturing Co.

Mr. FROST. That is right.

Senator ERVIN. Your sole objective, then, was to put the Burt Manufacturing Co. employees out of the job?

Mr. FROST. No; we were trying to keep our own men employed.

Senator ERVIN. In practical effect, you did not desire to represent the employees of the Burt Manufacturing Co., but you merely desired to persuade the public not to use any products that were manufactured by them?

Mr. FROST. We were only trying to get work, as I say, and get our contractors to comply with our union agreement. If Burt wanted to have the Steelworkers in there, that was their business. If the boys wanted to belong to the Steelworkers, that was their business. It wasn't ours. We were powerless. They didn't come to us and we didn't go to them.

Senator ERVIN. All your interest was to get the monopoly on the work for your men in that industry and anybody that was represented by anybody else would just go out of business?

Mr. FROST. No. We pick up new contractors right along who sign agreements with us. We have no monopoly on our work in Akron. There are all kinds of companies that sign agreements with us, and we sign them and they go along with us.

Senator ERVIN. What was your position in the union with reference to Mr. Byron? Do you know Mr. Byron?

Mr. RIEMER. Mr. Byron?

Senator ERVIN. I believe that was the name.

Mr. FROST. You are referring to our president?

Senator ERVIN. Yes. He was the president of your overall international?

Mr. FROST. That is right.

Senator ERVIN. Were you ever present in any conversations that he had with officials or representatives of Burt Manufacturing Co. in which he said that what he was interested in was getting them to recognize your union as the bargaining agent for their employees?

Mr. FROST. He never anything to me.

Senator ERVIN. You never heard any conversation between the president, Mr. Byron, and officials of the Burt Manufacturing Co. to the effect?

Mr. FROST. No. I was never at any meetings.

Senator ERVIN. So if you had obtained your objective, your objective would have prevented the sale of any products of the Burt Manufacturing Co. for no purpose whatever except to get a monopoly of the work for the members of your union?

Mr. FROST. No; repeat that, please.

Senator ERVIN. You had no desire at any time for your union to become the bargaining agent of the employees of the Burt Manufacturing Co., and your sole objective was to persuade the public to cease to use the products of any company whose fabricating employees were not represented by your union?

Mr. FROST. We have no right to seek any right to represent Burt's employees. We knew that. We never tried it. All we ever tried to do was the same as any other union does, the Carpenters and all the way down the line, try to get work for our members. We all do that.

Senator ERVIN. And take work away from other people?

Mr. FROST. Not exactly. Work under the buildings trade, we have certain jurisdiction for each trade and each craft, and we try to live up to that. This work we feel in the sheet metal field, when we sign an agreement and bargain to do that work, all we ask our contractors to do and ever did was to live up to the agreement.

Senator ERVIN. All you asked them was to use no products made by anybody except those made by men who belonged to your union?

Mr. FROST. If they bought that stuff, our men would walk the streets. There would have been no work for our men.

Senator ERVIN. In other words, there is not enough work to go around?

Mr. FROST. There is not enough work today. We have men unemployed.

Senator ERVIN. And your whole object was that if there was going to be a shortage of work to let the employees of other companies not represented by your unions suffer the economic effects of a lack of employment?

Mr. FROST. I have been paid by the Sheet Metal Workers Union to represent them, and my duty was to do everything possible to get them work. That was my job and I tried to do it.

Senator ERVIN. You were not interested in getting additional members for the Sheet Metal Union?

Mr. FROST. Yes. We have taken in a good many members over a period of years.

Senator ERVIN. But not ones represented by other unions?

Mr. FROST. No. We have no right to raid other unions. Whenever anybody came and wanted to join our union we were glad to take him in.

Senator ERVIN. You do recognize that it is an unfair labor practice for a union to attempt to coerce an employer into compelling his employees to affiliate with the union, don't you?

Mr. FROST. Yes.

Senator ERVIN. That is resort to a boycott for those purposes?

Mr. FROST. That is right.



Senator ERVIN. In other words, you realize that it is a violation of the Taft-Hartley law to resort to a boycott to compel recognition of a union, don't you?

(At this point, the witness consulted with his counsel.)

Mr. FROST. I don't know. I can't answer that.

Senator ERVIN. You don't know that?

Mr. FROST. No.

Mr. RIEMER. Mr. Chairman, I think Mr. Frost means that it does raise certain legal implications and he is not a lawyer and prefers not to answer it. I would be glad to answer.

Senator ERVIN. I would think that a man who had his position with the local would know that. I find a lot of labor people know a whole lot more about the law than I do notwithstanding the fact that I am a lawyer and they are labor.

Senator CURTIS. Mr. Frost, you concede that the employees of Burt are unionized?

Mr. FROST. Yes, sir.

Senator CURTIS. Do you question in any way that their union was properly selected?

Mr. FROST. No.

Senator CURTIS. To your knowledge, either directly or indirectly, has a suggestion ever been made by anyone connected with your union that this controversy with Burt could be settled if the Sheet Metal Workers became the representative of the Burt employees?

Mr. FROST. I don't think that would ever come up. I think they all realized that there was no way that Burt's employees could be turned over to us. Who could turn them over to us? There is nobody who has that authority. Only themselves.

Senator CURTIS. That was not my question, who could turn them over. My question was, to your knowledge have you or anyone else connected with the Sheet Metal Workers or anybody else ever made the suggestion in any form that this controversy over Burt products could have been settled if the Sheet Metal Workers became the bargaining agent for the Burt's employees?

Mr. FROST. I can only speak for myself and the answer is "No."

Senator CURTIS. You never heard that proposition discussed?

Mr. FROST. I never heard or would enter into something like that. It might have been said at sometime but realizing that nobody would have the power to turn them over to us, only the employees on a vote out in that shop. Nobody would have the right to suggest anything.

Senator CURTIS. I understand that.

Mr. FROST. It might be a passing remark or something like that. But as far as myself is concerned it is "No."

Senator CURTIS. As far as you are concerned, but do you know whether or not anybody else?

Mr. FROST. That was testified in court. That was brought up in one of the meetings we held. I didn't hear it said at that time and I so testified in court. I didn't hear the remark made.

Senator CURTIS. Who was alleged to have said it?

(At this point, the witness consulted with his counsel.)

Mr. FROST. McKendrick, I believe, of the Steel Workers. I would not be sure of that but I believe it was Mr. McKendrick of the Steel Workers.

Senator CURTIS. What did he say in substance?

Mr. FROST. I didn't hear the remark. It was testified that if they turned that union over to us that would answer the question or he was supposed to have said it. I don't remember because I didn't hear the remark made at that time. It was testified that the remark had been made during a meeting sometime.

Senator CURTIS. Who had made the remark?

Mr. FROST. Mr. McKendrick was supposed to have made it.

Senator CURTIS. Who was Mr. McKendrick?

Mr. FROST. He is a representative of the Steel Workers.

Senator CURTIS. But who was he referring to?

Mr. FROST. He was supposed to have been speaking to me but witnesses in the trial said then that I was not talking and I didn't hear it made and I didn't answer him.

Senator CURTIS. Your position is confined to your own actions as an individual. You are not speaking for anybody else?

Mr. FROST. That is right.

Senator CURTIS. You did hear Mr. Sawyer's statement? You were here this morning?

Mr. FROST. Yes.

Senator CURTIS. You heard his recitation of these various acts and transactions that had taken place?

Mr. FROST. Yes, sir.

Senator CURTIS. Are Burt products—ventilating products—manufactured by different process than the usual process of concerns where the sheet-metal workers do manufacturing?

Mr. FROST. The sheet-metal shops and the sheet-metal contractors cover quite a field. We have some small shops that does furnace work. Others that do small work that would not have equipment. We have large shops that could manufacture the same as Burt has.

Senator CURTIS. Do both competitive groups use a similar process in the manufacturing?

Mr. FROST. We have got shops that do, yes.

Senator CURTIS. But in the main, do they? What I am getting at, aren't the shops you are speaking of where you have representatives once that involve more hand labor and less what might be referred to as an assembly line production?

Mr. FROST. You are right. A lot of our shops are small shops. We have not too many large shops in our district. All I can speak for is my own district. I don't know. I am not acquainted with any other district. Only for my own district, we have got maybe half a dozen or so large shops that is capable of manufacturing. A large percentage doesn't go in for that type of manufacture.

Senator CURTIS. Those larger shops do not go in for the type of manufacturing done at Burt?

Mr. FROST. One or two of our shops have; yes.

Senator CURTIS. Most of them do not?

Mr. FROST. That is right.

Senator CURTIS. From the standpoint of the ultimate consumer, should he have a right, if he so chooses, to purchase a product made by the most efficient and less expensive method whether we are talking about automobiles or anything else.

Mr. FROST. We never question the owner's right or the contractor's right. But as I said before, we have asked our contractors as much as possible to live up to the standard uniform agreement and use our

men in the manufacturing. We do find we can compete pretty well with any other article put on the market, as far as that goes, at the price.

Senator CURTIS. But as consumers, do you concede that the consumer has a right to have a choice of buying products made by various production processes in order for him to buy those products?

Mr. FROST. Yes; I think so.

Senator CURTIS. Do you believe that management should be given the right to select a particular union for their own employees?

Mr. FROST. No; I don't believe so. I think that is wrong.

Senator CURTIS. You would not be in favor of amending the law so that the management could pick out the bargaining agent; would you?

Mr. FROST. No.

Senator CURTIS. You made reference to employee relations with the Burt Co. early in the forties. . . You implied that you thought some of their working conditions and wages were substandard. While I do not concede that is a material point in this particular matter we have under consideration, I would like to ask you, do you contend now that the Burt employees are not vigorously and adequately represented by a bargaining agent?

Mr. FROST. I am not acquainted enough out there to answer that question.

Senator CURTIS. How long have you been in the labor field?

Mr. FROST. Twenty-some years.

Senator CURTIS. You do not have an opinion whether or not the Steel Workers Union does a vigorous and thorough job in representing their members?

Mr. FROST. No; I am not acquainted with that. I couldn't say one way or the other because I am not acquainted with what they are doing.

Senator CURTIS. That is all, Mr. Chairman.

Senator ERVIN. Anyway you would not classify the United Steelworkers as a company-dominated union; would you?

Mr. FROST. No.

Senator ERVIN. Counsel, a minute ago you started to say that Mr. Frost was a layman when I asked him a question about whether he considered a boycott—I am using the word "boycott" in the sense of pressure and not what is legal—a boycott which is designed to compel recognition of a union as a bargaining agent is illegal under the Taft-Hartley law. You said you would give your opinion. I would be glad to give you an opportunity to let you do it before we complete with Mr. Frost's testimony.

Mr. RIEMER. Now, sir?

Senator ERVIN. Yes.

Mr. RIEMER. Mr. Chairman, I think under section 8(B) 4(A), if the union—let us say Mr. Frost's union—induced employees of another employer to refuse to handle Burt products, the purpose of that inducement being to force a contractor recognition from Burt for Mr. Frost's union, that would clearly be a section 8(B) 4(A) violation. There is no question about that. I think the decisions of the Board and the Board are crystal clear. But we submit that we have never done that.



Senator ERVIN. I am going to admit this exhibit that you say was offered in the hearing before the trial examiner as exhibit No. 5. (The document referred to was marked "Exhibit No. 5" for reference and will be found in the appendix on p. 15750.)

Senator ERVIN. We are not so technical in our methods. I believe counsel has some questions to ask.

Mr. KENNEDY. Actually the solution for the Burt Manufacturing Co. would be to have their bargaining agent of its employees the Sheet Metal Workers Union; isn't that right?

Mr. FROST. I don't see how that could be brought about.

Mr. KENNEDY. But that is the solution for them. You say it can't be brought about but that is the solution as far as the Burt Manufacturing Co. is concerned. The boycott or whatever you call it, the pressure would end if that came about.

Mr. FROST. If Burt was a signer of our agreement it would be a different situation, that is right.

Mr. KENNEDY. Until that occurs your pressure is going to continue?

Mr. FROST. No. I would say, Mr. Kennedy, that our sole object is that we are fighting everyday—

Mr. KENNEDY. You told me you are trying to get work for your sheet metal workers. I understand that. Just on this question, the pressure to not handle Burt Manufacturing Co. goods is going to continue until they have as their representative or the employees have as their bargaining representative the Sheet Metal Workers Union?

Mr. FROST. What I don't like, Mr. Kennedy, is that every job goes out. We have a dozen different things specified or maybe they ask about, and we try to get the contractor agree that we make the stuff. So all the time Burt is not involved.

Mr. KENNEDY. You are not answering the question. I will phrase it another way.

Senator ERVIN. If the employees of the Burt Manufacturing Co. were some of your boys, then you would not exert any pressure to keep people from using products manufactured by them, is that not so?

Mr. FROST. If they were members of our union I would be required to represent them and fight for them.

Mr. KENNEDY. You are saying that you are not interested in having that come about. The only solution for the Burt Manufacturing Co. is to go out of business?

Mr. FROST. There is no way I can do anything about this. Under the law I cannot bother the employees out there. I have to stay away.

Mr. KENNEDY. So what you were trying to do actually was to put the Burt Manufacturing Co. out of business because you don't want to become the bargaining agent of its employees. You say that is illegal. You are going to continue the pressure because of these agreements that you have. So therefore what you are trying to do is to put the Burt Manufacturing Co. out of business?

Mr. FROST. This fight has been going on for 50 years or more.

Mr. KENNEDY. That is fine. Just answer the question.

Mr. FROST. Burt has been doing pretty well. They are enlarging their plant. They are not going out of business.

Mr. KENNEDY. I am not saying that they are going out of business. I am not saying that you will be successful. What you are attempting to do from your explanation here before the committee is put the Burt Manufacturing Co. out of business.

Mr. FROST. No. If we are to give up all our fabrication our contractors are going out of business. It will be such a thing that we won't have any sheet-metal job shops. The contractor will buy all the stuff. We will become a gang of erectors. We won't need journeyman sheet-metal workers.

Our shops have hundreds of thousands of dollars of investment and if we don't use the equipment our shops will go out of business and our boys will be on the street. So all we are fighting for is self-preservation.

Mr. KENNEDY. In order to maintain self-preservation the Burt Manufacturing Co. must go out of business?

Mr. FROST. No; I wouldn't say that. They have been in business 66 years.

Mr. KENNEDY. You tell me what the Burt Manufacturing Co. can do in order to make peace with you?

Mr. FROST. There are a lot of fields that they are continuing to sell in and will continue to sell. There are the same as our contractors. There are a lot of places we can't work.

Mr. KENNEDY. You want them to go out of business as far as any relation with the Sheet Metal Workers are concerned?

Mr. FROST. No; I don't want them to go out of business. I want to get a job and get paid for.

Mr. KENNEDY. Tell the committee what the employees of the Burt Manufacturing Co. can do?

Mr. FROST. I am sorry; I can't answer that question. I don't know.

Mr. KENNEDY. The reason that you can't answer the question is that there is nothing that they can do that will satisfy you. That is the plain fact.

Mr. RIEMER. I don't think, Mr. Kennedy, that is the plain fact. I think you are jumping to a conclusion and you are conjecturing.

Mr. KENNEDY. I am asking the witness a question. Can he give me an answer? What can the Burt Manufacturing Co. do or what can the employees do in order to make peace with the Sheet Metal Workers Union? He says he is not interested in becoming their bargaining agent. The Steel Workers will remain in there. As long as they do you will continue the so-called boycotts and the pressure. So there is only one solution and it appears to me what you are attempting to do is to put them out of business.

Senator ERVIN. It reminds me of a girl who came to me one time to get a divorce from her husband. She told me about all his misconduct. I said, "You must have known him before you married him." She said, "Yes." I said, "How long?" She said, "All my life. We lived in the same neighborhood." I said, "Did he behave like this before you were married?" She said, "Yes." "What did you marry him for?" "He just kept hanging around, and I didn't see any other way to get rid of him."

It seems to me that is the alternative that the Burt employees have. If you keep hanging around with this pressure, the only thing they can do is to form a marriage with the Sheet Metal Workers. They have no other way out.

Mr. RIEMER. Mr. Chairman, there is a comment made on page 10 of Mr. Sawyer's statement concerning the donation of labor. I

would respectfully request the chairman to address a question to Mr. Frost so he can answer that. I submit it is not an accurate statement.

Senator ERVIN. We would be glad for Mr. Frost to make any comment he may care to.

Senator CURTIS. May I inquire what document you are referring to?

Mr. RIEMER. I am referring to page 10 of the statement of Mr. Sawyer wherein it is stated that Mr. Frost had the audacity to say that since our company had donated the ventilators it should donate the labor of installing the ventilators by paying his members for doing the work of installation. I would like Mr. Frost to be permitted to make a comment with respect to the accuracy of that statement.

Mr. FROST. That statement is wrong. When we held the meeting with Mr. Harding of Akron University he informed me that Burt has offered to donate the ventilators to Akron University. I said if they would donate the ventilators more than likely the union would donate the labor to install it. We did donate. And the Akron University was furnished the ventilators free.

Mr. KAMERICK. Mr. Frost, your local 70 has an agreement with the Wooster Sheet Metal & Roofing Co.?

Mr. FROST. Yes, sir.

Mr. KAMERICK. How long has that contract been in effect?

Mr. FROST. About 20 or 21 years.

Mr. KAMERICK. It was in effect in December 1956?

Mr. FROST. Yes.

Mr. KAMERICK. You are acquainted with Mr. William F. Rosenblatt, a partner in that firm?

Mr. FROST. Yes.

Mr. KAMERICK. Did you arrive at an agreement with Mr. Rosenblatt approximately the first of December 1956?

Mr. FROST. Yes.

Mr. KAMERICK. Relating to the use of Burt material?

Mr. FROST. Burt was one of the items included in the argument we had there that day.

Mr. KAMERICK. Mr. Chairman, we have what purports to be a copy of that agreement. Perhaps the witness could identify it.

Senator ERVIN. Perhaps you might examine this paper and see if you can identify it as being a copy of the contract?

Mr. FROST. This is not it. This was given to me and we refused to accept it. There is another one later drawn up that we did sign and accept.

Senator ERVIN. You say that is not a copy of the agreement?

Mr. FROST. It is not.

Senator ERVIN. That was tendered to you but you declined to agree to it?

Mr. FROST. Yes.

Mr. KAMERICK. In what respects did the final agreement differ from this?

Mr. FROST. Let me see it again, please?

Mr. KAMERICK. There are some changes in the middle?

Mr. FROST. Yes. We were having an argument with the Wooster Sheet Metal over furnace tailings. We asked them to also state in here that they would comply with our standard form of union agreement.



Mr. KAMERICK. They say that, I believe.

Mr. FROST. This is not the one we signed. There is another one where they did say they would comply with the standard form of union agreement.

Mr. KAMERICK. Did you mention that they had permission to use what Burt material they had on hand in that agreement?

Mr. FROST. I couldn't recall. I believe it was. There was about seven jobs there they had the material for and they said if they were allowed to use that they would comply with the agreement in the future. They also had a large stock of furnace fittings which we agreed they would make with our members from their own.

Mr. KAMERICK. Mr. Chairman, the wording of this agreement is as follows:

The following jobs are permitted to use Burt vents as per the specifications; and therefore there are listed seven jobs, one church, four schools, two commercial buildings.

It goes on to say that they have these vents in stock and after they have used the Burt stock they have on hand—

We will further use up our stock of furnace fittings and in the future install only AFL manufactured items.

Is that the substance of your agreement?

Mr. FROST. I don't think so. We wouldn't accept that because we wanted them to say that they would comply with our union agreement in the future and they did.

Senator ERVIN. That says they could use up what they had on hand and after that they would comply with AFL products?

Mr. RIEMER. No, Mr. Chairman, if I may interrupt. The agreement as presented or the letter as presented was inseparable to Mr. Frost because it referred to AFL products. The final revision released some jobs and Mr. Rosenblatt of Wooster Sheet Metal then agreed to comply with the standard form of union agreement.

Senator ERVIN. In other words, that was in effect substituted for the reference to AFL?

Mr. RIEMER. That is right.

Senator ERVIN. Mr. Frost, the committee thanks you for appearing and testifying and we hope you don't feel any worse from having been here.

Mr. RIEMER. Mr. Chairman, may I be permitted just a word? Much of what has been said this morning is in dispute between Mr. Sawyer and Mr. Frost and presumably other witnesses that may follow and I would like to call to this committee's attention this fact.

That we completed in the spring of 1958 a very extended trial before a trial examiner of the National Labor Relations Board and this entire subject matter is under review by that trial examiner on alleged violations of the Taft-Hartley Act. We are awaiting that decision. I would certainly not want anything said here today in any way to prejudice either way the decision of the trial examiner because that has to be decided on the record made in that trial.

Senator ERVIN. I don't think anything said here would do that. I think they would only go by the record before them.

Mr. RIEMER. Thank you, sir.

Senator ERVIN. We will make this last letter an exhibit for reference only, and will be marked "Exhibit No. 6." That is the agreement we have been talking about.

(The document referred to was marked "Exhibit No. 6" for reference and may be found in the files of the select committee.)

Senator ERVIN. Mr. Frost, you are excused with the understanding that we will give you reasonable notice if we need you further.

The same goes for Mr. Sawyer.

We will recess now until 2:30 p.m.

(Whereupon, at 12:45 p.m., Friday, November 14, 1958, the hearing recessed to reconvene at 2:30 p.m., same day.)

#### AFTERNOON SESSION

(The hearing was resumed at 2:30 p.m., Senator Ervin presiding.)

Senator ERVIN. The committee will be in order.

(Members of the select committee present at the convening of the afternoon session were: Senators Ervin and Curtis.)

Senator ERVIN. Counsel will call the first witness.

Mr. KAMERICK. We would like to call on Mr. O. L. Garrison.

Senator ERVIN. Mr. Garrison, do you solemnly swear that the evidence you shall give this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. GARRISON. I do.

#### TESTIMONY OF O. L. GARRISON, ACCOMPANIED BY HIS COUNSEL, DAVID E. FELLER

Senator ERVIN. Mr. Garrison, give us your full name and your residence and your occupation, for the record, please.

Mr. GARRISON. My name is O. L. Garrison. I am assistant to the international president of the United Steelworkers of America, and I reside at 1060 South 26th Road, Arlington, Va.

Senator ERVIN. You are represented by counsel, are you?

Mr. GARRISON. Yes, sir.

Senator ERVIN. Mr. Counsel, will you please identify yourself for the record?

Mr. FELLER. My name is David Feller. I am associate general counsel of the United Steelworkers of America, and my home is at 7106 Lavrock Lane, in Bethesda, Md., and my office is at 1001 Connecticut Avenue NW., in Washington.

Mr. KAMERICK. How long have you been in your present capacity?

Mr. GARRISON. I have been in my present position since the merger of the AFL-CIO in December of 1955, and prior to that I was assigned to the CIO by the Steelworkers.

Mr. KAMERICK. In your capacity as assistant to the president, are you familiar with the general development of the situation we were discussing this morning relating to Burt Manufacturing Co.?

Mr. GARRISON. Yes, sir; I am.

Mr. KAMERICK. As I understand it, the United Steelworkers of America were certified as bargaining agents for Burt in 1945; is that correct?

Mr. GARRISON. That is right.

Mr. KAMERICK. On October 22, 1945?

Mr. GARRISON. I believe that is approximately the date.

Mr. KAMERICK. A few days after that, the Steelworkers issued a charter to a local to represent the Burt employees?

Mr. GARRISON. Yes, sir.

Mr. KAMERICK. That local is local 1159; is that correct?

Mr. GARRISON. Yes.

Mr. KAMERICK. Did you subsequently sign a contract with the Burt Manufacturing Co.?

Mr. GARRISON. Yes. I will have to refer to the exact date. It was in 1956 when the contract was signed, along about June of 1956.

Mr. KAMERICK. Do you mean 1946?

Mr. GARRISON. Yes, pardon me, it was 1946.

Mr. KAMERICK. The date I have is April 24, 1946.

Mr. GARRISON. I have it in the record, but I didn't recall the exact date.

Mr. KAMERICK. To continue with the contract for a moment, you had a somewhat revised contract which you signed with the Burt firm in 1952?

Mr. GARRISON. Yes.

Mr. KAMERICK. Calling for a union shop?

Mr. GARRISON. Yes, sir.

Mr. KAMERICK. And, as I understand it, the union shop agreement is a provision whereby membership in the United Steelworkers is a condition of employment.

Mr. GARRISON. That is right.

Mr. KAMERICK. When was this difficulty in Burt of getting their products installed first brought to your attention, Mr. Garrison?

Mr. GARRISON. The first time it came to my attention was when I went into the Washington office of the Steelworkers in December of 1955, through a telegram from our district director, Mr. Ohler, to President Meany of the AFL-CIO, and to Mr. McDonald, which was referred to me.

Mr. KAMERICK. What was the nature of that telegram?

Mr. GARRISON. That the Burt Manufacturing Co. was having difficulty in having ventilators made by them installed on the Medina High School of Medina, Ohio.

Mr. KAMERICK. In inquiring into this, did you learn that this difficulty had been experienced before?

Mr. GARRISON. Yes, I learned that it had been going on for some time at different intervals, but apparently became more pronounced after the merger of the two organizations.

Mr. KAMERICK. That was in December of 1955?

Mr. GARRISON. Yes, sir.

Mr. KAMERICK. What action did you take when you learned about this situation, Mr. Garrison?

Mr. GARRISON. I got in touch with Al Whitehouse, who is director of the Industrial Union Department of the AFL-CIO, and who is also a director of the Steelworkers Union in one of our districts. He and I went to see Frank Bonadio, who was a member of the Sheet Metal Workers, and also secretary of the metal trades department of the AFL-CIO, to see what could be done to get the job started.

Mr. Bonadio went with us to the Hamilton Hotel in Washington and introduced us to Mr. Cronin, the vice president of the Sheet Metal Workers. This was dealing with another matter. There were



others pending at the time, and we talked to Mr. Cronin about the Johnson Motors, which was in his area, and I also contacted, as I recall, Mr. McGavin, of Mr. Meany's office, and at different times I talked to Mr. Richard Gray, president of the metal trades department, and to various people in attempts to get the different jobs as they came to my attention straightened out, so that work could proceed.

Mr. KAMERICK. Do you have recollection of a letter early in 1956 in which the Steelworkers, presumably President McDonald, wrote confirming the fact that the Steelworkers did have a contract with Burt Manufacturing Co.?

Mr. GARRISON. Yes, sir.

Mr. KAMERICK. Could you tell us what occasioned the necessity for making such a statement?

Mr. GARRISON. Well, it was because of the numerous cases that had come up where they had refused to install the products manufactured in the plant of the Burt Co., which was under contract to our organization.

Mr. KAMERICK. Was the allegation made that Burt was, in fact, nonunion?

Mr. GARRISON. It had been so stated in a communication signed by Robert Byron, president of the Sheet Metal Workers International Association, that he had considered it, or their organization had considered Burt Manufacturing Co. nonunion.

Mr. KAMERICK. Do you have that letter immediately at hand?

Mr. GARRISON. I have a copy of Mr. Byron's letter; yes. It is addressed to our district director, P. W. Ohler.

Mr. KAMERICK. I believe this is a copy of your letter dated December 16, 1955.

Mr. GARRISON. Yes.

Mr. KAMERICK. Would you read that letter, please.

Mr. GARRISON. Yes. [Reading:]

DEAR MR. OHLER: We have received copy of your telegram addressed to President Meany relative to the high school job at Medina, Ohio, where the Burt Manufacturing Co. is furnishing sheet metal ventilators. This company has been nonunion for our organization for many years and we have tried a number of times to organize them but to no avail. We did not know that the Steelworkers had an agreement with the Burt Manufacturing Co., so called our business representative Frost to release the job. We hope in the near future when your agreement with this company expires that, with your help, we may be able to put them into our organization where they belong, as our fair contractors cannot compete with them. Their scale is at least \$1 per hour less than the Sheet Metal Workers' scale.

We hope with the merger that all of us can work together closer to straighten out some of the firms which have been giving us a hard time.

Again, if they used our labor, we know it would increase their business.

Extending best wishes for the holiday season, I am,

Fraternally yours,

ROBERT BYRON.

Senator ERVIN. That is December 16, 1955?

Mr. GARRISON. Yes, sir.

Senator ERVIN. And it is written on the letterhead printed with the titles "Sheet Metal Workers International Association, 642 Transportation Building, Washington 6, D. C., Robert Byron, General President."

Mr. GARRISON. Yes, sir; that is right.

Senator ERVIN. This is a photostatic copy of this letter and I will admit this in evidence as exhibit No. 7.

(Document referred to was marked "Exhibit No. 7" for reference and will be found in the appendix on p. 15751.)

Mr. KAMERICK. Did you communicate with Mr. Gray, president of the Building and Construction Trades Department of the AFL-CIO on this matter, in August of 1956?

Mr. GARRISON. I addressed a letter to Mr. Gray on August the 29, 1956, after I had various conferences, personal conferences with him.

Mr. KAMERICK. What was the general substance of that letter?

Mr. GARRISON. Well, it dealt with three instances, the Ford Motor Co. at Lima, Ohio, the warehouse of the Army engineers at Columbus, Ohio, and a hospital at Louisville, Ky., American Viscose Co., at Roanoke, Va., where the sheet metal workers were refusing to install equipment made by Burt Manufacturing Co. He had advised me on previous personal conferences that he hoped to be able to clear up the situation, and I asked him in the communication to do what he could to get the matter straightened out.

Senator ERVIN. I wish you would look at this letter I am handing you, and see if you can identify that as a copy of the letter that you just referred to.

Mr. GARRISON. Yes, sir, it is.

Senator ERVIN. This is a Thermo-Fax copy, I believe.

Mr. GARRISON. Yes, sir; this was made on the Thermo-Fax machine in our office.

Senator ERVIN. The Thermo-Fax copy can be marked as an exhibit, Exhibit No. 8, for the record.

(Document referred to was marked "Exhibit No. 8" for reference, and may be found in the files of the select committee.)

Mr. KAMERICK. In the next few months, Mr. Garrison, did any further activity take place with reference to the situation at Burt?

Mr. GARRISON. Well, there were numerous telephone calls I received from Mr. Sawyer, vice president of the Burt Co., and telegrams and communications from the company listing new situations where the Sheet Metal Workers had refused to install their equipment.

On November 7 of 1956, the situation had reached a point where President McDonald addressed a communication to President Meany, of the AFL-CIO, urging him to have the Sheet Metal Workers cease and desist from boycotting the products of the Burt Manufacturing Co. or, failing to do that, requesting him to call a special session of the executive council of the AFL-CIO to deal with the matter.

Mr. KAMERICK. Was such a special session called?

Mr. GARRISON. No; a special session was not called. It was referred by President Meany to the regular winter meeting of the council in February of 1957 at Miami Beach.

Mr. KAMERICK. Was the matter taken up at that meeting?

Mr. GARRISON. Yes, sir.

Mr. KAMERICK. What action was taken there?

Mr. GARRISON. A committee was appointed by the council, consisting of President Meany, Vice President George Harrison, and Joseph Beirne.

Mr. KAMERICK. Could you identify the organizations of Presidents Harrison and Beirne?

Mr. GARRISON. Vice President Harrison is president of the Railway Clerks, and Mr. Beirne is president of the Communications Workers of America, AFL-CIO. The committee was instructed by the council to visit the plant of the Burt Manufacturing Co. to make an on-the-spot investigation, and a decision as to the complaint of the Steelworkers.

I might say in the meantime, in between those times, we had a meeting in Mr. McGavin's office between the two representatives of the two organizations, the Sheet Metal Workers and the Steelworkers, in which we attempted to have the matter straightened out, but where we failed, on November 13, 1956.

Mr. KAMERICK. Did this committee actually visit the plant in Akron?

Mr. GARRISON. Yes, sir; they did, on February 18, I believe, was the date they visited the plant.

Mr. KAMERICK. I know they eventually made their decision, but prior to that did you have a communication with reference to any additional activity by the Sheet Metal Workers? I am referring specifically to a telegram of March 27.

Mr. GARRISON. From Mr. Sawyer, of the company, yes, to Mr. McDonald. The telegram stated that since the committee had visited the plant that the Sheet Metal Workers—in the words of the telegram—redoubled its efforts to apply pressure to the company with the result that they have interfered with many more jobs and caused more contractors to cause greater loss to our company.

Senator ERVIN. I am handing you a paper to see if that is a Thermo-Fax copy of the telegram to which you make reference.

Mr. GARRISON. Yes.

Senator ERVIN. The Thermo-Fax copy will be made exhibit No. 9. (The telegram was marked "Exhibit No. 9" for reference, and may be found in the files of the select committee.)

Mr. KAMERICK. Mr. Garrison, was reply made by the subcommittee of the executive council and was it transmitted to Mr. McDonald by letter dated April 17, 1957?

Mr. GARRISON. Yes, sir.

Mr. KAMERICK. Would you give the general substance of that letter?

Mr. GARRISON. The committee found, so the letter states, upon visiting the plant—and they also visited another plant in the area that was under contract to the Sheet Metal Workers—and the committee rendered the decision on behalf of the council directing the Sheet Metal Workers International Association to cease and desist from any actions designed to impair the collective-bargaining relationships of the United Steelworkers with the Burt Manufacturing Co.

Senator ERVIN. This letter conditions findings made by the committee to the effect that at no time had the Sheet Metal Workers attempted to challenge the representation by the Steelworkers through an election?

Mr. GARRISON. Yes, sir.

Senator ERVIN. Also, the committee found that the boycott was resorted to—boycott against the Burt Co.—for the purpose of coercing the company to—or for the purpose of substituting the Sheet Metal Workers for the Steelworkers as bargaining agents, rather to make the company cancel its contract with the Steelworkers; is that not right?

Mr. GARRISON. Yes, sir.



Senator ERVIN. I wish you would look at this paper, Mr. Garrison, to see if you can identify that as a Thermo-Fax copy of the letter you have been discussing.

Mr. GARRISON. Yes; that is a copy of the letter.

Senator ERVIN. That will be marked and received as exhibit No. 10.

(The letter was marked "Exhibit No. 10" for reference, and will be found in the appendix on p. 15752.)

Mr. KAMERICK. Mr. Garrison, this section which the subcommittee found the Sheet Metal Workers in violation—

Senator CURTIS. Just a minute. Referring to that letter, is that the letter where George Meany says that the committee unanimously finds as a result of the study of all the facts in this situation that the actions of the Sheet Metal Workers International Association in putting pressure on the Burt Co. are in violation of section 4, article 3, of the AFL-CIO constitution which protects the established collective-bargaining relationships of all affiliates? There is no question but that the United Steelworkers negotiated and signed a union-shop contract taking effect August 2, 1952?

Mr. GARRISON. Yes, sir; that is part of the letter.

Senator CURTIS. That was in the nature of a directive because it says:

The committee therefore renders this decision on behalf of the executive council and directs the Sheet Metal Workers International Association to cease and desist from any action designed to impair the collective-bargaining relationship of the United Steelworkers with the Burt Manufacturing Co.

That appears to be dated April 17, 1957. Did they cease and desist? Did that end it?

Mr. GARRISON. No, sir. They continued, or we continued to get numerous protests after that from the company that they were still pursuing the same course of action.

Senator CURTIS. That is all at this point.

Senator ERVIN. Right at that point, Mr. Garrison, I assume that this protest which the Steelworkers had filed with the AFL-CIO was one which was recognized by the rules of the AFL-CIO in matters of this kind?

Mr. GARRISON. Yes; it is the procedure followed under the constitution of the AFL-CIO.

Mr. KAMERICK. Mr. Garrison, this section 4, article 3, of the AFL-CIO constitution; that is the provision popularly known as the anti-raiding provision?

Mr. GARRISON. I don't have a copy of the constitution.

Mr. FELLER. Article 4, section 3, is the provision that each affiliate shall respect the collective-bargaining relationship of each other affiliate of the AFL-CIO.

Mr. KAMERICK. You have already stated that the activity did not cease. Did you then come into possession of a letter forwarded to you by President Meany in the nature of a response by President Byron, of the Sheet Metal Workers?

Mr. GARRISON. Yes, sir.

Mr. KAMERICK. Could you tell the committee the substance of that letter?

Mr. GARRISON. You mean Mr. Byron's letter?

Mr. KAMERICK. Yes; Mr. Byron's letter.

Mr. GARRISON. It is dated—Mr. Byron's letter to Mr. Meany is dated May 8, 1957, acknowledging President Meany's letter of April 17, where he gave them the decision of the committee.

Senator ERVIN. For the purpose of the record at this point, Mr. Garrison, I wish you would examine this paper I hand you and see if you can identify that as a Thermo-Fax copy of the letter to which you just referred.

Mr. GARRISON. Yes; this is it.

Senator ERVIN. The Therrmo-Fax copy will be received as exhibit No. 11.

(The letter was marked "Exhibit No. 11" for reference, and may be found in the files of the select committee.)

Mr. GARRISON. Mr. Byron in his letter denies that their actions were designed to bring pressure on the Burt Co., but he says that it is understandable that his letter of December 6, 1955, could be so construed. He goes on to state in his letter that:

It pledged to you and the executive council of the AFL-CIO that at no time in the future and under no circumstances will Sheet Metal Workers International Association seek to establish a collective-bargaining relationship with Burt Manufacturing Co.—

that it has no present intention of attempting to organize the employees of Burt now represented by the Steelworkers, and will not make any such attempt in the future, and that it will at no time consent to become collective-bargaining representative of the employees of Burt now represented by the Steelworkers under any circumstances.

The foregoing assurance is given to you in the belief that such assurance constitutes compliance with the decision and order of the subcommittee.

Senator CURTIS. Mr. Chairman, there is a sentence in Byron's letter to Mr. Meany that you have just referred to that is quite significant referring to the Sheet Metal Workers Union, on page 2, in the middle of the paragraph—

and that it will at no time consent to become the collective-bargaining representative of the employees of Burt now represented by the Steelworkers Union under any circumstances.

To me it looks like their position is so untenable. They say at no time would they ever become the bargaining agent. This did not happen, but suppose that your union ceased to appeal to those workers and they of their free choice chose the Sheet Metal Workers. They take the position here they would not represent them. Yet they also take the position with contractors and subcontractors and ultimate customers that Burt products are never to be installed. So it leads everybody to a blind alley. According to their position, there is nothing to do but for Burt to fold up and for the men to be out of employment. Is that not true?

Mr. GARRISON. That would be my interpretation of that in view of the actions that they have taken and had taken in the past.

Senator CURTIS. Instead of denying a boycott here, it is a rather brazen cold-blooded one, I think.

Mr. KAMERICK. Mr. Garrison, did the boycott or whatever it is called cease at that time?

Mr. GARRISON. The activities did not cease in refusing to install the products of the Burt Co. The information that I had from the

company following that action was that they changed their tactics to some extent. That is, instead of being open and aboveboard in telling the contractors that they could not install the product and that they had to buy from their contractors, that they did it in a more roundabout way, but it had the same effect where orders were just not placed with the company.

Mr. KAMERICK. Did President McDonald have occasion to communicate with President Meany on June 10, 1957?

Mr. GARRISON. Yes. He addressed another communication to President Meany on June 10, 1957, supplementing his letter of May 16 in which he called attention that they were still continuing their activity. In this letter of June 10, he pointed out five specific instances where they were refusing to handle the equipment.

Senator ERVIN. Mr. Garrison, at this point I hand you a paper and ask you whether or not you can identify that as a true copy of the letter you have just referred to.

Mr. GARRISON. Yes.

Senator ERVIN. That will be received as exhibit No. 12.

(The letter was marked "Exhibit No. 12" for reference, and may be found in the files of the select committee.)

Mr. KAMERICK. Mr. Garrison, did you come into possession, by way of Mr. Meany, of a letter from Mr. Byron in the nature of a response to Mr. McDonald, of July 19?

Mr. GARRISON. Yes. On July 23, 1957, President Meany sent to President McDonald a copy of a letter he had received from President Byron, of the Sheet Metal Workers, dated July 19.

Senator ERVIN. Mr. Garrison, I hand you a paper and ask you if you can identify this paper as a Thermo-Fax copy of the letter to which you have just referred.

Mr. GARRISON. That is the letter of July 19.

Senator ERVIN. The copy will be received as exhibit 13.

(The letter was marked "Exhibit No. 13" for reference, and may be found in the files of the select committee.)

Mr. KAMERICK. What is the general import of that letter, Mr. Garrison?

Mr. GARRISON. President Byron denies that their activities were directed against the Steelworkers or against the Burt Co. Briefly, that, as was testified this morning by Mr. Frost, they were merely protecting their contracts and asking for enforcement of their own contracts.

Mr. KAMERICK. Was this subject discussed at a meeting of the executive council of the AFL-CIO in Chicago in August 1957?

Mr. GARRISON. I am not able to say whether there was any discussion in the council meeting at that time. While I was in Chicago I was not in attendance at the meeting. However, there was a meeting held between President McDonald and President Meany and, I believe, Mr. Sawyer—I am not sure—in which Mr. Meany advised of a conversation that he had had with Mr. Byron in which Mr. Byron indicated that they were going to cease any activity against the Burt Co.

Mr. KAMERICK. Did Mr. Meany communicate his understanding of that arrangement to Mr. McDonald?

Mr. GARRISON. Yes; he did. After Mr. McDonald had written Mr. Meany on September 11, President Meany replied on September 16 giving his interpretation of the conversation.



Senator ERVIN. Mr. Garrison, I wish you would look at that paper I hand you and see if you can identify that as a true copy of the letter to which you have just referred.

Mr. GARRISON. Yes; it is, sir.

Senator ERVIN. The letter will be received as exhibit 14.

(The letter was marked "Exhibit No. 14" for reference and may be found in the files of the select committee.)

Mr. KAMERICK. Did any change take place in the practices of the Sheet Metal Workers?

Mr. GARRISON. We continued to receive complaints from the complaints from the company as to the degree—whether it lessened or not I could not say at the moment without checking through the records—but it did not solve the problem. Mr. Meany in that communication stated that any specific incidents which were called to his attention when they refused to install the products, that he had assurance from Mr. Byron upon Mr. Meany contacting him that they would proceed with the work, but we continued to receive complaints from the company.

Mr. KAMERICK. That takes us up to August of 1957. Has any material change taken place since that time, Mr. Garrison?

Mr. GARRISON. The question went before the executive council again in February of 1958 in Miami Beach, and the result of that was a resolution adopted by the council pertaining to all jurisdictional matters and boycott matters which could not be settled between the organizations were to be referred to an impartial arbitrator, Mr. David Cole, for adjusment. This so-called Burt case was one of those that was referred to the arbitrator, and is now pending before him. He has not held a hearing on it, but it has officially been referred to him by Secretary-Treasurer Schnitzler of the AFL-CIO and we are waiting for a notice of a hearing before him.

Mr. KAMERICK. Is that hearing being held up pending the result of the present NLRB proceedings?

Mr. GARRISON. Not to my knowledge. It has been postponed a couple of times. After we had received notice that the arbitrator would hear the Sheet Metal and Steel cases, that is. At almost the last minute we have been notified that it had been postponed because the Sheet Metal Workers asked for a postponement. Their reason for asking for a postponement I am not familiar with. But it has been postponed a couple of times by the arbitrator.

Mr. FELLER. May I add something here?

Senator ERVIN. Yes.

Mr. FELLER. The pendency of the Board case has taken a little of the edge of the urgency off the AFL-CIO proceeding, though I don't think it has been particularly held up because of that, and it should be disposed of in the internal machinery of the federation. But as I understand it, there are now no complaints and there have been none since the injunction or indeed since before the injunction—since the AFL-CIO council resolution in February 1958—that there have been refusals to install Burt ventilators. At least as far as I know, we have received none.

Mr. GARRISON. I think we have received one since that time. We have received one protest, not from the Burt Manufacturing Co., but from a company where sheet-metal workers had refused to install

equipment, not since the injunction was issued, but since the action of the executive council in February. It came to our office, I think, in April and I transmitted it. It is from Burt.

I have several here. I thought it was from another company. One came from Mr. Sawyer on March 29 of this year. Of course, that was prior to the injunction. It was transmitted to Mr. Schnitzler and Mr. Schnitzler's office told me yesterday that it had been transmitted to the arbitrator along with the other papers.

Senator ERVIN. My recollection of Mr. Sawyer's testimony is that it is in complete corroboration of the statement made by Mr. Feller, to the effect that the course of behavior of the Sheet Metal Workers had changed after the issuance of the temporary injunction.

Mr. GARRISON. We have had no calls from the company, or I believe no correspondence, since the issuance of the injunction, or the raising of complaints on it. So I have taken no action since that date.

Mr. KAMERICK. How many companies, if you can tell us offhand, are in a position similar to Burt?

Mr. GARRISON. I think there are none of them to the extent of Burt. I have in my possession I believe three other companies that are pending before the arbitrator, that is, as between Sheet Metal Workers and Steelworkers. I say they are just individual cases that have arisen. It is not a prolonged situation like this. But they are before the arbitrator for disposition.

Mr. KAMERICK. Do you consider that a permanent solution is still in the future?

Mr. GARRISON. Of the Burt situation?

Mr. KAMERICK. Yes.

Mr. GARRISON. My feeling is that when we have our hearing before the arbitrator and he issues the decision that certainly should straighten it out as far as the two organizations are concerned, because there can be no argument with his decision. It is agreed that he is the arbitrator and that is the action of the council to refer to him for final judgment.

Mr. KAMERICK. The action of the subcommittee of the same council did not reach a permanent solution, is that correct?

Mr. GARRISON. That is true. This a later action by the council and I believe a stronger action intended to take care of all such situations that arise where the council in that case was only handling the one particular instance.

Mr. KAMERICK. Mr. Chairman, I have no further questions.

Senator CURTIS. I would like to ask you right on that point, assuming that so far as the Burt case is concerned and the arbiter completes his findings, there will be a settlement, there would not be any protection to Burt Co. or any other company concerned as far as the law is concerned. It would be more or less an agreement.

Mr. GARRISON. An agreement between the organizations, a family agreement, more or less.

Senator CURTIS. A change of personalities and one thing or another could create additional problems, could it not?

Mr. GARRISON. No, I don't see that a change of personalities would. I assume you refer to the leaders of organizations.

Senator CURTIS. Yes.

Mr. GARRISON. I would think that the arbitrator's decision would be binding on any successors to the present officials of either organization.

Senator CURTIS. What would be the penalty for disobeying that arbitrator's decision?

Mr. GARRISON. That would be up to the executive council to determine.

Senator CURTIS. It would not purport to cover anything but the Burt case.

Mr. GARRISON. I assume that the arbitrator will handle each case separately on its merits. The decision in the Burt case, I assume, would only apply to that case. Mr. Feller might comment.

Mr. FELLER. I think the previous question as to what happened to the previous subcommittee, the answers may be a little deceptive unless you understand that the AFL-CIO constitution, like other constitutions, is not a static document. The constitution itself in language only says that no affiliate shall interfere with the collective bargaining relationship of any other affiliate. The subcommittee that was appointed and went out to Akron was acting under that provision. President Byron's letter was an ostensible answer to the requirement that under that provision they not interfere with an existing collective bargaining relationship.

In February of this year, however, the executive council, pursuant to its powers under the constitution, and interpreting that provision, decided that any boycott of union made goods, whether or not there was an interference with a collective-bargaining relationship, would be regarded as a violation of that constitutional provision, and provided that such boycott cases could be handled through this arbitration machinery. That was a step forward as far as the council was concerned and I think that is a decision of the council in interpreting and applying the constitution. It would apply not only to the Burt case, but provides that machinery for the determination of these disputes in other cases which did not exist at the time of 1957 when the original subcommittee went out to Akron to investigate the situation. Whether it will work in all cases, nobody knows, but in all human institutions, you only hope it will work and you make an effort to see that it works.

Senator CURTIS. Mr. Garrison, did the Sheet Metal Workers ever say, directly or indirectly, that the solution was for them to have the organization of the Burt employees?

Mr. GARRISON. Mr. Byron said it in his letter to Mr. Ohler, and at the meeting with Mr. McGavin in November, I believe it was, the letter was presented, I believe by Mr. Feller, and Mr. Byron and Mr. Carlough, the secretary-treasurer of the Sheet Metal Workers were present, and Mr. Carlough made the remark that he was of the same opinion as the letter said, but he certainly would not have put it in the letter. So I assume——

Senator CURTIS. Was that Mr. Frost's attitude, too?

Mr. GARRISON. Mr. Frost?

Senator CURTIS. Yes.

Mr. GARRISON. He was not in the meeting that I am referring to.

Senator CURTIS. I do not have a transcript of the National Labor Relations Board proceedings of Sheet Metal Workers and others in the Burt Manufacturing Co. case No. 8 CC 68, but I hold here a copy



of the brief of the General Counsel to the trial examiner, and here is what he says:

Byron acknowledged that his organization's members had refused to install or handle Burt equipment on many jobs, and when Sawyer asked him why such action was not taken Byron said, "The Burt Manufacturing Co. did not belong to the Sheet Metal Workers, but belonged to the Steelworkers," and later on, "Until the Burt Manufacturing Co. took their men out of the Steelworkers and put them over to the Sheet Metal Workers, Burt would continue to have trouble," and they referred to pages 91 and 92 of the transcript.

Is that in conformity with what you believe the situation to be?

Mr. GARRISON. That is my opinion. That was their thinking.

Senator CURTIS. That was the brief of the Counsel to the trial examiner which was not one of the parties, and in the brief of the Burt Co. in the same proceeding I find this:

In mid-1956 in a meeting of Akron AFL-CIO representatives at Poppa Joe's Restaurant to try to solve the boycott of Burt, Frost told McKendrick of the Steelworkers that the problem could be resolved by Steelworkers turning their Burt membership over to local 70.

And they refer to page 1420 in the transcript. Who is McKendrick?

Mr. GARRISON. He is a staff representative of the Steelworkers that is in that area where the Burt Manufacturing Co. operates.

Senator CURTIS. And local 70 is the Akron local of the Sheet Metal Workers?

Mr. GARRISON. Yes.

Senator CURTIS. Did you know anything about that meeting?

Mr. GARRISON. No; I knew nothing of that meeting.

Senator CURTIS. But in general you support the position that it was contended that if the employees of Burt were turned over to the Sheet Metal Union that would solve the problem?

Mr. GARRISON. Yes, sir.

Senator CURTIS. Did you ever discuss with any Sheet Metal Union representatives the question of what union should represent Burt's employees?

Mr. GARRISON. No, sir; not that I recall.

Senator CURTIS. Are any Steelworker-organized plants, other than Burt, having boycott trouble with the Sheet Metal Workers Union?

Mr. GARRISON. Yes. I said here I believe four cases are pending before the arbitrator, but they are minor in comparison to the Burt situation and only one situation—I mean where there is only one instance that has come to our attention—and we have protested to the AFL-CIO and it has been referred to the arbitrator.

Senator CURTIS. Who are these cases?

Mr. GARRISON. There is one in Ohio, the Arrowlite Co., which also makes louvers and ventilators and ductwork. I don't have the papers on it here. The Wheeling Steel Corp., the Aluminum Co. of America. These are the ones pending before the arbitrator. There have been several others in the past, but insofar as I know they have been handled locally and have not reached the point where we have had to file protests with the AFL-CIO. These are the ones actually pending now before the arbitrator.

Senator CURTIS. And these that are pending before the arbitrator, how did they happen to come to your knowledge?

Mr. GARRISON. Ordinarily our district Steelworkers' director in the area makes a protest or calls the matter to the attention of President McDonald, and he in turn sends it to Secretary-Treasurer Schnitzler for reference to the arbitrator under the resolution adopted at the February meeting.

Senator CURTIS. They are usually initiated by your local people in the region who are complaining?

Mr. GARRISON. Yes.

Senator CURTIS. In three or four cases that you have read you have made an appropriate filing to have an arbitrator determine them.

Mr. GARRISON. Yes; they are now all referred to the arbitrator.

Senator CURTIS. At this time is there any other action that you have taken with reference to those other cases other than Burt?

Mr. GARRISON. No; nothing on those except to refer them to the AFL-CIO to go to the arbitrator.

Senator CURTIS. And there are some that apparently may have been settled in the field.

Mr. GARRISON. Yes. We have had a few in other organizations than the Sheet Metal Workers, but we have been able to settle them as between the two organizations. They have been minor in character and very easily adjusted when it is just a local situation that has arisen. When we contact the international office of that union, we are usually able to straighten them out without any difficulty.

Senator CURTIS. While you regard the Burt case as the more important one, these others that you referred to were sufficiently important that you asked for an arbitrator's decision.

Mr. GARRISON. Yes.

Senator CURTIS. Mr. Feller, I would like to ask you, since 1945 when the Steelworkers Union was certified by the NLRB as the bargaining agent for Burt employees, has the Sheet Metal Workers Union ever shown any interest in the Burt employees?

Mr. FELLER. My answer will be hearsay, but relying in part upon information which the Senator probably has, in the NLRB proceeding it is my understanding that there was testimony that as late as the spring of 1956 a business agent working under Mr. Frost approached members of the Steelworkers Union at the Burt Manufacturing Co., or they approached him. Anyway, there were discussions as to the possibility of transferring representation over to the Sheet Metal Workers Union.

Senator CURTIS. Some time in 1956?

Mr. FELLER. In the spring of 1956. Again I have not read the testimony, I will have to say. The Steelworkers had no participation in the NLRB proceeding. As a matter of fact, we feel that there are some difficulties in the theory under which the Board is proceeding which we did not entirely agree with. In the testimony and relying on the General Counsel's brief, a copy of which I have, Business Agent Kidney telephoned the then president of the Steelworkers Union, identified himself as a business agent for the Sheet Metal Workers Union, and told him that he would like to talk to them about the possibility of getting the Burt boys into the Sheet Metal Workers Union. I understand there was also evidence—again I am only repeating from the General Counsels' brief—that he reported this conversation to Mr. Frost. So Mr. Frost was aware of that conversation which he had in the spring of 1956.

Senator CURTIS. In the Burt Co.'s brief——

Mr. FELLER. I have not seen that.

Senator CURTIS. No; that I referred to a little while ago, that same brief on page 7, he says:

Local 70 thereafter continued their efforts to secure Burt employees. Frost told Kidney of the visit of Burt employees to the office of local 70 and Kidney contacted Griffith, president of the Steelworkers local at Burt, to discuss the possibility of getting the Burt boys into the Sheet Metal Workers Union.

Mr. FELLER. You are referring to the same testimony I am, except to a different document.

Senator CURTIS. Yes. They refer to pages 1501 and 1502 of the transcript. Did the Sheet Metal Union ever contact the Steelworkers at Burt any other time other than this 1956 incident that you recall?

Mr. FELLER. Not that I personally know of. There was testimony about an earlier matter and there was the meeting in Mr. McGavin's office in 1956. That was a discussion with us at the international union level and not at the local level.

Senator CURTIS. And then, of course, there was the matter discussed in Byron's letter of 1955, and we placed that in the record.

Mr. FELLER. Yes. There was some discussion also in the transcript of the Board's case, I am informed that was in 1954, at a time where the Steelworkers were on strike at Burt, and the Sheet Metal Workers offered assistance to the strikers. I assume that along with that was the implied invitation that "If you accept help, you might come into our organization."

You have to examine the testimony before the Board to find out the precise nature of that testimony.

Senator CURTIS. When was that?

Mr. FELLER. In 1954.

Senator CURTIS. That was when they were having contract negotiations or having a strike?

Mr. FELLER. They had a strike; yes.

Senator CURTIS. They had a strike there?

Mr. FELLER. Yes.

Senator CURTIS. At that time, the Sheet Metal Workers Union offered assistance?

Mr. FELLER. That is right.

Senator CURTIS. Well, did you, Mr. Feller, ever discuss with the Sheet Metal Workers Union representatives the question of what union should represent Burt's employees?

Mr. FELLER. In the meeting in Mr. McGavin's office, I think that I asked the representatives of the Sheet Metal Workers Union who were there whether it would solve the matter if the employees were represented by the Sheet Metal Workers, and the answer was "Yes."

Senator CURTIS. Do you remember who gave that answer?

Mr. FELLER. At the moment I couldn't be sure enough to tell you. It was either Byron or Mr. Carlough.

Senator CURTIS. And whoever it was that answered was not overruled by the others present at the time?

Mr. FELLER. Oh, no. It was quite clear that that was the intention.

Senator CURTIS. Now, have the Steelworkers Union aggressively represented the Burt employees since they have been recognized?

Mr. FELLER. To the best of our ability.

Senator CURTIS. That is your opinion, too, Mr. Garrison?



Mr. GARRISON. Yes.

Senator CURTIS. And you had some strikes and contested negotiations; is that correct?

Mr. GARRISON. Yes, sir.

Senator CURTIS. Did you wish to say something on that?

Mr. FELLER. No.

Senator CURTIS. Do your members receive any fringe benefits at Burt?

Mr. FELLER. We have almost the standard Steelworkers fringe package, and not quite. We don't have a supplemental unemployment benefit plan but we do have a pension plan, an insurance, and all of the other fringes that you normally have in our Steelworkers contract.

Senator CURTIS. This is separate and apart from social security?

Mr. FELLER. Yes; in addition to that.

Senator CURTIS. What type of insurance do you have?

Mr. FELLER. I can't give you the details.

Senator CURTIS. Does it involve health and accident, or is it group life, or what?

Mr. FELLER. Group life, and health and accident, and it involves hospitalization, and it has surgical benefits.

Senator CURTIS. And then I suppose there are the usual things about vacations and holidays?

Mr. FELLER. Yes; vacations and holidays, and sick leave.

Senator CURTIS. What is the value per hour of the fringe benefits?

Mr. FELLER. It has been estimated, and I won't guarantee this estimate.

Senator CURTIS. I understand.

Mr. FELLER. That it is worth somewhere in excess of 50 cents an hour.

Senator CURTIS. And you say that is near the standard package of fringe benefits that the Steelworkers Union have?

Mr. FELLER. Our general program is to have surgical and hospitalization, and life insurance, and sick and accident, pension payments, and supplemental unemployment benefits programs in all of the companies with which we deal, and we have not received all of the benefits from this company yet, and I hope very much that we will in the future.

Senator CURTIS. Are there some other companies where you could not have quite all of your whole program?

Mr. FELLER. Oh, yes.

Senator CURTIS. How does this compare with plants organized by other unions?

Mr. FELLER. Well, all other unions, do you mean, or have you any particular union in mind?

Senator CURTIS. Just in general, I want to know how this is. You can limit it any way you want, but I want a general idea of your comparisons.

Mr. FELLER. Generally speaking, the Steelworkers Union likes to pride itself that we have one of the highest wage scales generally in the country, and in our steel plants, and again here the wage scale is not quite as high as we have in basic steel although it is fairly close. Generally speaking, and I assume that this is the meaning of the Senator's question, the industrial unions that organize on a manufac-

turing plant basis of a greater part of their total economic package in terms of fringe benefits than do organizations which from the nature of their industry do not have the same continuity of employment, particularly craft unions, and building trades unions, where a larger percentage of their wage package is in terms of the wage dollar and a much smaller percentage in terms of fringe benefits.

Senator CURTIS. In the light of that, how do your fringe benefits compare with the Sheet Metal Union's fringe benefits?

Mr. FELLER. I don't know the specific benefits they have, although I did think Mr. Frost said they had 10 cents an hour welfare fund this morning, and if that is correct, then obviously ours are considerably in excess of theirs.

But that is not meant to be critical of the Sheet Metal Workers Union, because the nature of the industry is different, and the collective-bargaining packages have to be differently distributed between different types of unions and different types of industries.

Senator CURTIS. I understand that, and I think it is well you made the statement for the record, because we want to be fair to everyone concerned. Does the Sheet Metal Union have wage rates in fabricating plants different than the rates for the installation work in the field?

Mr. FELLER. Again, I have never seen a Sheet Metal Workers contract covering a manufacturing plant of the kind that is involved in Burt. It is my understanding that, generally, craft unions, who also organize industrially as the Sheet Metal Workers Union has attempted in recent years to do, do not and cannot because of the nature of the economics of the situation, attempt to get the same type of journeyman rates which are used for building trades craftsmen and construction sites in everyday factory employment.

I know this is true of unions such as the IBW, and I understand it is true of the Sheet Metal Workers, and I have been told, and I cannot guarantee the reliability of this, that in the plants of the same general character as the Burt plant the Sheet Metal Workers have wage scales which are not in excess of those that the Steelworkers have and, in fact, may very well be lower, but again, I don't know.

It is not fair to compare a journeyman craftsman's rate, a man who works when the weather is good, and works for one employer or another from time to time, with the rate paid for day in and day out employment in a factory under an industrial type agreement covering a production worker, who is guaranteed seniority arrangements and has permanent employment, and has fringe benefits far in excess of those obtained by the journeyman on the outside.

Senator CURTIS. And these differences in wage rates are recognition of the differences in the type of the operation, and the continuity of the employment, and the continuity of the same employer; is that not right?

Mr. FELLER. That is correct.

Senator CURTIS. How do the rates and fringe benefits received by the Steelworkers at Burt compare with those received at other fabricating plants organized by other unions such as the Auto Workers and the Machinists?

Mr. FELLER. I don't know that I can give you an answer to that. Again I have been told that our rates are as high as, and benefits as

high, at Burt as other manufacturers in a similar type of operation and organized by other unions, but I have no information on that.

Senator CURTIS. You have not examined contracts, but it is your opinion that the rates and fringe benefits at Burt are not far out of line or maybe they are a little better.

Mr. FELLER. That certainly is our opinion, and I think it is important to make clear that this is not an attempt, in our view, of a union to protect itself against substandard conditions in a competitive industry.

I would say that there is a lot of justification for—I will use the word even—a “boycott,” where you have an industry organized under good wages and good working conditions and an attempt is made to undercut those wages and working conditions by the entrance into the field of an unorganized employer. Unless something is done he may very well destroy the wages and working conditions which the union has been able to establish in its own shop. We don’t think that this is that kind of a situation.

Senator CURTIS. That is not the problem involved in this case.

Mr. FELLER. No, and if it were we would certainly have lost our self-respect as a union, and I think we have a lot of self-respect as a union.

Senator CURTIS. In other words, in your opinion it boils down to a question of somebody turning the Burt employees over to the Sheet Metal Workers.

Mr. FELLER. I think that was the idea of the Sheet Metal Workers Union, and I think I will say that I think the union disassociates itself completely from the proposals made by the Burt Co. as to the matter of settlement of this. I think that we will be able to settle it within the house of labor where it ought to be settled, and certainly it ought to be given an opportunity to be settled there.

Senator CURTIS. That is all I have.

Senator ERVIN. Mr. Garrison, the committee wants to thank you for coming before the committee and giving the committee the benefit of your evidence. I don’t have any reason to think that the committee will want to reexamine you for further evidence, but you would agree to come back without being resubpenaed if the committee needs you further and gave you reasonable notice?

Mr. GARRISON. I wasn’t subpoenaed, and I came back on notice, and I will be glad to come back again at any time that you might require my services.

Senator ERVIN. Thank you.

Mr. GARRISON. Thank you very much.

Mr. KAMERICK. I would like to call Mr. Peter McGavin.

Senator ERVIN. Come forward please, Mr. McGavin.

Will you be sworn? Do you solemnly swear that the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. MCGAVIN. I do.

#### TESTIMONY OF PETER M. MCGAVIN

Senator ERVIN. Mr. McGavin, will you state your full name, your occupation, and your residence for the record.

Mr. MCGAVIN. Peter M. McGavin, assistant to the president, AFL-CIO, 601 Landon Road, Bethesda, Md.



Senator ERVIN. You are aware that under the rules of this committee you have a right to counsel. Do you waive that right?

Mr. McGAVIN. Yes; I waive the right to counsel.

Senator ERVIN. Proceed.

Mr. KAMERICK. Mr. McGavin, in your capacity as assistant to President Meany, you have had considerable contact with the two unions involved in what has been entitled the "Burt case"?

Mr. McGAVIN. I have had meetings with both of the representatives of the international unions.

Mr. KAMERICK. Could you tell the committee when this situation first came to your attention, roughly?

Mr. McGAVIN. Roughly, I think it was in 1956. I do not have my file with me.

Mr. KAMERICK. I have had information here that there was a meeting on the 13th of September 1956. Would that sound right?

Mr. McGAVIN. That would be approximately right.

Mr. KAMERICK. Could you tell us briefly what transpired at the meeting, and the results?

Mr. McGAVIN. Well, I will have to go back a little bit in my memory. You see, I handle all of the cases concerning the affiliates of the AFL-CIO where there is any dispute of any kind. To tell you word for word what happened at that meeting, I cannot, but I can remember that I called the parties together to try to arrive at an agreement between the two parties.

Mr. KAMERICK. Was any meeting of the minds accomplished at that meeting?

Mr. McGAVIN. Not that I recall, sir.

Mr. KAMERICK. This committee has been informed that in December of that year, 1956, it was decided that this matter should be brought to the executive council of the AFL-CIO. Did anything transpire prior to that decision that caused the council to decide to take that action?

Mr. McGAVIN. Well, I will put it this way: Whenever there is a dispute filed with the president's office, under the constitution I would attempt by bringing the parties together to settle that dispute. You will recall that there are perhaps over 200 disputes filed, and I would say 99 percent of those disputes were settled upon a meeting called by myself. Those that could not be settled were referred to the executive council, and that is why the executive council had it.

Mr. KAMERICK. They took this subject in January 1957, as I recall.

Mr. McGAVIN. January or February of 1957.

Mr. KAMERICK. January 30 is the date I have here.

Mr. McGAVIN. That is approximately right.

Mr. KAMERICK. What action was taken by the executive council?

Mr. McGAVIN. As I recall, the executive council appointed a three-man committee, composed of President Meany, Vice President Harrison, and Vice President Beirne, to handle the dispute.

Mr. KAMERICK. Mr. Harrison is president of the Railway Clerks and Mr. Beirne is president of the Communications Workers of America?

Mr. McGAVIN. That is correct, and executive council members of the AFL-CIO.

Mr. KAMERICK. Yes. This subcommittee visited the Burt plant at Akron, so we have been informed.

Mr. McGAVIN. It is my understanding, sir. I did not accompany them to the plant.

Mr. KAMERICK. Are you familiar with the decision that this subcommittee arrived at?

Mr. McGAVIN. I am familiar with the decision.

Mr. KAMERICK. Could you give it to us in general terms?

Mr. McGAVIN. As I recall, the decision of the subcommittee was a decision notifying the Sheet Metal Workers from interfering in any way with the collective-bargaining relationship between the United Steelworkers of America and the Burt Manufacturing Co.

Senator CURTIS. Mr. Chairman, by interfering with the collective-bargaining arrangement, did they also direct them to cease and desist from their refusal to install and these other activities?

Mr. McGAVIN. Senator, I have not got the letter in front of me, and I do not know.

Senator CURTIS. You are referring to the letter that Mr. Meany wrote?

Mr. McGAVIN. I think you are referring to that letter.

Mr. KAMERICK. We have heard testimony to that effect and we have a copy of the letter here.

Senator CURTIS. You might look at the letter and let me know. I would like to know what you mean by just ordering them not to interfere with a collective-bargaining arrangement. I wonder if it went any further than that.

Senator ERVIN. I think you will find the cease-and-desist order in the last paragraph.

Mr. McGAVIN. I think the last paragraph is perhaps exactly what I said.

The committee therefore renders this decision on behalf of the executive council and directs that the Sheet Metal Workers International Association cease and desist from any action designed to impair the collective-bargaining relationship of the United Steelworkers with the Burt Manufacturing Co.

Senator ERVIN. Just above that, they found in substance that the actions of which the Steelworkers had complained were done by the Sheet Metal Workers for the purpose of inducing Burt Co. to cancel the bargaining contract with the Steelworkers. That is in the paragraph just above that.

Mr. McGAVIN. You are referring to President Byron's letter to the United Steelworkers of America of December 16, 1955.

Senator ERVIN. I am referring to the finding of fact made by the committee in that letter in the paragraph just above the cease-and-desist order.

Mr. McGAVIN [reading]:

The committee unanimously finds that, as a result of a study of all facts in this situation, the actions of the Sheet Metal Workers International Association in putting pressure on the Burt Co. is in violation of article 4, section 3, of the AFL-CIO constitution. There is no question but the United Steelworkers negotiated and signed a union-shop contract taking effect on August 2, 1952. At no time insofar as we can ascertain have the Sheet Metal Workers directly challenged the Steelworkers through any election proceedings in the Burt plant. It is clear from the letter written by President Byron, of the Sheet Metal Workers International Association, to District Director Ohler, of the United Steelworkers, on December 16, 1955, that the actions of the Sheet Metal Workers International Association are designed to bring pressure on the Burt Manufacturing Co. for the purpose of inducing the Burt Co. to terminate its bargaining relationship with the Steelworkers Union.

Senator ERVIN. That is right. Thank you.

Senator CURTIS. Did they obey that cease-and-desist order from the time they received it?

Mr. McGAVIN. As I remember, President Byron wrote a letter to President Meany sometime after that and complied with that directive.

Senator CURTIS. His letter said he complied?

Mr. McGAVIN. Yes, sir.

Senator CURTIS. Do you have any independent knowledge whether or not there were other instances of the applying of pressure?

Mr. McGAVIN. I do not know, sir.

Senator CURTIS. You don't know, either way?

Mr. McGAVIN. No, sir.

Mr. KAMERICK. Did the situation come to your attention again after the subcommittee visit?

Mr. McGAVIN. Sir, the situation came to my attention very little after it was put into the hands of the executive council, very few instances after that.

Mr. KAMERICK. What would be the disposition of communications from the Steelworkers relating to that subject matter? They would not go to you after the subcommittee acted?

Mr. McGAVIN. They perhaps would go to me, sir; yes.

Mr. KAMERICK. Did you have any further meetings resulting from any of these communications?

Mr. McGAVIN. I can't recall, sir, if we had any meetings after. After the subcommittee of the executive council rendered its decision, I do not recall if I called any meetings. I do not recall if I did or not after that.

Mr. KAMERICK. There was one meeting between the time the subcommittee visited Akron and the time when they rendered their decision. Do you think possibly that was the last meeting you presided over?

Mr. McGAVIN. I wouldn't want to say it was, because I have had numerous meetings with different affiliates. I would not want to pin myself down to that.

Senator ERVIN. I think what he is driving at—do you know whether, in fact, ultimately this matter was referred to arbitration?

Mr. McGAVIN. Oh, yes; I know that. Arbitration—I don't think it is the proper word. It was referred to Mr. Cole for recommendation, and I just want to correct one thing. I am pretty sure that Mr. Garrison would bear with me when I state that Mr. Cole does not arbitrate or decide jurisdiction. He decides disputes between the affiliates, and only that.

Mr. KAMERICK. Is the decision of Mr. Cole binding upon the Sheet Metal Workers?

Mr. McGAVIN. I am pretty sure the decision or the recommendation that would be handed down would be given to the executive council and that would be the executive council's action to take, whether it would be binding or not.

Senator CURTIS. The fact that Mr. Meany incorporated it in a letter, such as he did; does that make it binding on the Sheet Metal Workers?

Mr. McGAVIN. Yes, sir.

Mr. KAMERICK. Other than the submission of this matter to Mr. Cole, have any developments since the subcommittee rendered the



decision after their visit to Akron come to your attention in any way at all?

Mr. McGAVIN. That, again, I could not answer because after the subcommittee rendered its decision, and it was answered, and if I remember correctly, it was sometime in May, and then we acknowledged that letter of Mr. Byron of compliance in the latter part of May or the middle of May, then to the best of my knowledge I didn't handle the case too much after that. Whether or not I held meetings or whether or not there were further instances of infraction, I do not recall. But I do recall then it was referred to the executive council in August 1957.

Mr. KAMERICK. Your purpose in having any meetings at any time would be to try to bring the contending factions within labor together; is that right?

Mr. McGAVIN. Yes. On that score I would like to state that I would estimate 97 percent of the cases of the disputes between international unions of the AFL-CIO have been settled and straightened out.

Mr. KAMERICK. Do you have any idea how many meetings you had with relation to this matter?

Mr. McGAVIN. I would have to estimate. Off and on I would say I had, between all parties concerned, maybe four or five, maybe more. I don't know.

Mr. KAMERICK. I have no further questions, Mr. Chairman.

Senator ERVIN. I want to thank you for coming before the committee. I presume you would agree to come back on reasonable notice if we should see fit to question you further on this matter.

Mr. McGAVIN. Yes, sir, on reasonable notice.

Senator ERVIN. Thank you.

Mr. KAMERICK. Mr. Edward F. Carlough.

Senator ERVIN. Will you stand up and be sworn? Do you solemnly swear that the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. CARLOUGH. I do.

#### TESTIMONY OF EDWARD F. CARLOUGH, ACCOMPANIED BY COUNSEL, CLARENCE M. MULHOLLAND

Senator ERVIN. Will you give us your name, occupation, and residence for the record.

Mr. CARLOUGH. My name is Edward Carlough, C-a-r-l-o-u-g-h. I live at 5437 Connecticut Avenue, Washington, D.C. Occupation is sheet-metal worker. I am the general secretary-treasurer of the Sheet Metal Workers International Association.

Senator ERVIN. Are you represented here by counsel?

Mr. CARLOUGH. Yes, sir.

Senator ERVIN. Will counsel please identify himself for the record?

Mr. MULHOLLAND. Clarence M. Mulholland, 740 National Bank Building.

Senator ERVIN. Do you have a statement, Mr. Carlough?

Mr. CARLOUGH. Yes, sir.

Senator ERVIN. Would you proceed to give your statement at this time, please?

Mr. CARLOUGH. My name is Edward F. Carlough. I reside in Washington, D.C., and am the general secretary-treasurer of Sheet Metal Workers International Association.

It is my understanding that your committee is presently undertaking an investigation of alleged boycotts involving the Burt Manufacturing Co. of Akron, Ohio, and some of the local unions affiliated with our international association.

It will be my purpose to cooperate with your committee to the fullest extent of my ability, but I should like to observe at the outset that I have had little opportunity to refresh my recollection of some of the facts which may be involved. I received information of this hearing last Monday evening in Nephi, Utah, where our international union was entering the sixth week of a very important court trial in which I have been actively participating and which is still in progress. I was unable to get away until last night, and by flying all night arrived here this morning. Our request for a postponement of this hearing or for a delay in the presentation of my testimony was denied.

With the permission of your committee I should like to make some general observations as to the policy of our international union in connection with the subject under consideration before I discuss the Burt case.

For many years our union has represented journeymen sheet-metal workers who fabricate as well as erect sheet-metal products used in the building and construction industry. Over the years we have been able to establish wage rates and conditions of employment which have been of substantial benefit to the men whom we represent. We, in conjunction with employers, have established and continue to operate what we consider to be an excellent apprentice training program which, because of the favorable wage rates of skilled mechanics, attracts many young men to our trade.

The success of this program and, I might say, the very existence of our organization as a trade union, depend upon our ability to retain for our members the jurisdiction over sheet-metal work which traditionally has been performed by them and the rates of pay covering such work. From the standpoint of our members, such a program is felt necessary to preserve job opportunities and conditions so essential to their welfare.

In an effort to protect their work and prevent it from being contracted to others, our local unions generally negotiate provisions in their collective-bargaining agreements which provide that sheet-metal contractors shall fabricate construction items coming within our contract jurisdiction in their own shops and with their own employees. Such agreements also provide that if purchases of prefabricated items are made they will be made from companies in collective-bargaining agreement with a local union affiliated with our international union.

This is by no means a novel arrangement confined to Sheet Metal Workers local unions. For many, many years other labor organizations have insisted that their employers protect the job opportunities of their employees by similar means. We have never felt that it was wrong for us to urge our employers to agree to the fabrication in their own shops of items coming within our contract jurisdiction

or, in the alternative, to purchase such items from companies in agreement with another Sheet Metal local union.

The sole purpose of this arrangement is to preserve work for the skilled mechanic and to protect his wages and conditions of employment. It is difficult for me to see how such a practice could be considered to be beyond the bounds of legitimate trade-union activity even though it might result in some restrictions on the use by our employers of products manufacturing by others.

The Burt Co., manufactures and sells sheet metal ventilators, grilles, louvers, and other sheet metal products. It is not and never has been in collective bargaining agreement with any local union affiliated with our international union. Its employees have for some time been represented by the United Steelworkers of America. I am informed that in a number of instances during the last 20 years employees of sheet metal contractors who hold agreements with our local unions have objected to installing Burt products because they were purchased from companies not in agreement with a sheet metal worker local union in violation of such agreement. This led, in some instances, to delays in installation and in others to cancellation of orders for Burt products.

It is my understanding that the usual procedure in these cases was for the business agent of our local union to call the attention of the involved sheet metal contractor to instances where such products were being installed; to call his attention to the fact that it was a violation of his contract with the union and to try to convince the contractor that he should live up to his agreement. In the event the contractor refused to comply with the agreement, the business agent might file a grievance against him under the grievance clause of the agreement or he might refuse to refer additional sheet metal workers to such contractor when he requested assistance in obtaining additional employees.

There were apparently a few instances where our members refused to handle or install Burt products after they had arrived at the job site, but in these instances, if, upon investigation, the international union found it to be a fact, it has been our policy to request the business agent to order the men back to work, pointing out that the failure to do so would be a violation of existing law.

Efforts have been made through the public press and elsewhere to create the impression that our organization has singled out the Burt Co., for special treatment and that we have embarked upon a program which is intended to put them out of business. It has also been said that our purpose is to raid the Steelworkers and to obtain recognition for ourselves in the Burt plant.

Nothing could be further from the truth.

I cannot emphasize too much or too often that our sole purpose in enforcing our agreements with our contractors is for the protection of job opportunities for our members and the elimination of the unfair competition from employers, of which Burt is one, who receive such competitive advantage from the payment of lower wage rates.

We sincerely believe that if we are denied this right of self-preservation, the employees whom we represent will gradually but surely be reduced to the function of merely installing prefabricated items manufactured at low wage rates by employees of other companies. Our wage rates will in turn be lowered, our apprentice training program placed in jeopardy, and the skilled manpower of our trade reduced.



Mr. Chairman and members of the committee, we consider our union to be an honorable and responsible one, dedicated to the welfare of the people we represent. Although the Burt Co. contends that it is suffering economic hardship as a result of our agreements with our employers, I trust that you will recognize that the other side of the picture is one which demonstrates the need for a continued right of employees to fight against a competitive situation which endangers their living standards. We believe it is our duty to fight for that right.

It has already been severely curtailed by existing laws which prevent us from encouraging those whom we represent to refuse to handle or install products made by other employers, regardless of its effect upon their work opportunities. It would seem manifestly unfair to impose any further restrictions. This would be particularly true if we should be precluded from including our own employers to perform work which they have every right to perform and which would otherwise be denied them by unfair competition from other employers.

Mr. Chairman and members of the committee, we feel that our activities in this situation are justified and necessary for the preservation of the rights of those whom we represent and should not be prohibited or curtailed.

Senator ERVIN. If I interpret your statement correctly, you state that under the interpretation that you place on this so-called agreement that your union insists on putting in collective-bargaining agreements it is an agreement on the part of the employers that they will boycott everything else except things manufactured in their own plants or manufactured in plants in which your union has a local?

Mr. CARLOUGH. Could I elaborate a little on my statement? I say I just came in here. I just took a shower and had coffee and came down here at 10:30. I would like to give a little history of the background of the organization.

Senator ERVIN. First, would you mind telling me whether you agree with my interpretation. You say you put in your collective-bargaining agreements agreements which provide that the contractors shall fabricate construction items in their own shops and with the employees that you represent?

Mr. CARLOUGH. That is right, sir.

Senator ERVIN. And also provide that if purchases of fabricated items are made they must be made from companies in collective-bargaining agreement with a local union affiliated with your international union.

In other words, I construe that to mean, according to your interpretation of your bargaining agreements, that you require every person you contract with to agree to boycott everybody or all items or products that are not fabricated by members of your union.

Mr. CARLOUGH. We don't consider that forcing anybody to boycott anybody.

Senator ERVIN. If the English language means what I understand it to mean, and if you put down here what you mean, you admit that your collective-bargaining agreement with employers requires those employers to boycott all products not made by people who are represented by one of your locals: is that correct?

Mr. CARLOUGH. Sir, if you would let me explain. I am just speaking now as an international man from the Sheet Metal Workers, not

from a local representative. They have their own agreements which is a standard form of agreement which our international has got nothing to do with it. They sit in their collective bargaining in their own locality between the local union and the association employers in that locality.

I would like to explain a little bit that we do all different phases of work. Sitting here this morning listening to all the statements you would think it was only the Burt Manufacturing Co. We do about 8 or 10 different phases. We do all ventilation, all air conditioning, all warm-air heating, all leaders and gutters, all coppersmith work, all blowpipe and duct-work systems, all acoustic ceiling. We have an organization that has a lot of branches in it. In every one of our shops there are inside men and outside men and they are interchangeable one with the other. They go inside today and outside tomorrow. In our trade 45 percent of the work is manufacturing; 55 percent of our work is erection on the outside.

We sit down and bargain with our employer and he bargains for probably the whole job. He takes in ventilators, warm-air heating or air conditioning, he does the whole job. If I could give you an instance of what I am trying to bring out, we take the city of Washington here. They may have four people bidding on the job in the association. Two jobs, two will get it and two won't get it. The two people who get the one may do it at what he bid for; the other one goes around and peddles it and gets it cheaper.

When that happens it causes poor relations between our union and the contractors in the city because he says how do I have to pay that \$3.80 and \$4 an hour and this fellow does not do that? In our agreements they agree, and we don't make them agree, it is negotiated, that they will, at the price they bid, pay the prevailing wages in shops or outside shops.

Senator ERVIN. At the bottom of page 2 and top of page 3 on this standard form and the interpretation you put on this standard form of agreement—first, is this standard form of agreement furnished to the locals by the international?

Mr. CARLOUGH. But it can be changed any way. It is only as a guide. The international has their own agreements with national contractors.

Senator ERVIN. You have not answered my question.

Mr. CARLOUGH. Yes, sir.

Senator ERVIN. It was very simple.

Mr. CARLOUGH. It is sold to them.

Senator ERVIN. It is sold to the locals by the international?

Mr. CARLOUGH. And it can be changed.

Senator ERVIN. Your interpretation, if it is not changed, is this, is it not?

Mr. CARLOUGH. Yes, sir.

Senator ERVIN. That the employer agrees that he will not use any products on the job except those that are manufactured by the employees who are members of the local which represents them—your local?

Mr. CARLOUGH. That is right, sir.

Senator ERVIN. Or if he goes outside of articles fabricated by his employees that he will only purchase those articles from other companies whose employees are represented by one of your locals.

Mr. CARLOUGH. That is right.

Senator ERVIN. In other words, your whole agreement provides that the employer is to boycott everybody else on the face of the earth?

Mr. CARLOUGH. No. We say he has a right to buy that and we have a right to violate his agreement—

Senator ERVIN. You say if he buys them elsewhere he violates his agreement with you?

Mr. CARLOUGH. That is right, sir.

Senator ERVIN. Your agreement is that he will not buy them anywhere else?

Mr. CARLOUGH. We don't say that.

Senator ERVIN. That is exactly what this means.

Mr. CARLOUGH. I listened this morning and I remember the case we had recently in NLRB. They must have put in the Burt ventilators, the sheet-metal workers, because in that case they had 110 men.

Senator ERVIN. Let me put a question to you:

Senator Curtis is an employer, and he makes a bargaining agreement with one of your locals which is embodied in the phraseology of your standard form of contract.

Mr. CARLOUGH. Yes, sir.

Senator ERVIN. Then here is the Burt Manufacturing Co., or say me, I am another man engaged in fabricating this, and my employees are represented by the United Steelworkers. Senator Curtis gets a contract for a third party and he buys the material from me, and that would be violating a contract made with your local?

Mr. CARLOUGH. That is right.

Senator ERVIN. Yes?

Mr. CARLOUGH. I would say this, Senator. Listening to the steelworker this morning, they have agreements also with the Burt Manufacturing Co. If tomorrow morning the Burt Manufacturing would take 50 percent of that work and sublet it out, and lay 50 percent of the steelworkers off, I would guarantee you that there would be a picket line 4 feet deep around there, and I would not blame them.

Senator ERVIN. I am not talking about whether your agreement is wise or prudent, sound or unsound. But the interpretation you place on it, as I understand it, is that it provides for boycott of everybody, a boycott of all materials not manufactured by persons who are represented by a local affiliated with your international.

Mr. CARLOUGH. Yes, sir.

Senator CURTIS. I would like to ask you at this time this question: I followed with interest your statement here in which you presented an argument in favor of the standard form of agreement, and the actions that you have performed in reference thereto. Did the Sheet Metal workers present that same argument to the subcommittee of the executive council of the AFL-CIO?

Mr. CARLOUGH. We used that same argument, Senator, in every meeting we have had and to the Federal courts on injunction, and also to the NLRB on which we are waiting for a decision now. Yes, sir; we have.

Senator CURTIS. And the subcommittee, later ratified by the executive council, ruled against you, did it not?

Mr. CARLOUGH. Not on that, sir. Not on that, sir. They ruled against us, sir—if I may explain.

Senator CURTIS. All right.



Mr. CARLOUGH. On the bargaining rights involving somebody else bargaining rights and only through the letter which was read off here this morning from Mr. Byron, and if you read the letter, he misunderstood. He did not hide anything. It was a letter to Meany about a job. He wrote to Ohler in a good spirit because we had just merged the AFL-CIO. It was 11 days later. Mr. Byron misunderstood one part of the constitution which said voluntary merger. He was writing to that gentleman in a very friendly letter. He wished him his greetings. He was not trying to hide.

We definitely were never trying to get the Burt people. We knew we couldn't get them and we didn't try. We were convicted on it, but I think unjustly so.

Senator CURTIS. Mr. Meany's letter does say the committee unanimously finds as a result of the study of all the facts in the situation that the actions of the Sheet Metal Workers International Association in putting pressure on the Burt Co. are in violation of section 4, article 3, of the AFL-CIO constitution, which protects the established collective bargaining relations of all affiliates. You say that prior to that you did submit all this argument in justification that you have submitted here today.

Mr. CARLOUGH. No. I am talking about saying our standard form of agreement. We have always said that. But this was a different thing we were convicted on.

Senator CURTIS. Let me ask you again: This argument that you presented today in defense of the course taken by the Sheet Metal Workers Union, did you or did you not present that argument to the subcommittee of the executive council of the AFL-CIO?

Mr. CARLOUGH. We were never called down to the subcommittee of the AFL-CIO.

Senator CURTIS. But they did investigate it on the premises.

Mr. CARLOUGH. They investigated on a job site and I was with them. Nothing was brought up. We were never even called down there after they got back to Washington, sir. So we could not present that argument.

Senator CURTIS. But in the course of their investigation the points you brought out here were called to their attention?

Mr. CARLOUGH. The investigation was in Burt's manufacturing plant. We walked around the plant and looked at the work. Then we went to another plant that we had under agreement 2 miles away, looked at the work, said nothing, went back, made the decision without calling us in, and that is the decision you read. We were never called in for a hearing before the three-man committee in Washington.

Senator CURTIS. You disagree with this letter of Mr. Meany's?

Mr. CARLOUGH. Yes, sir; I do.

Senator CURTIS. Did the Sheet Metal Workers Union abide by it?

Mr. CARLOUGH. Yes, sir. We answered that letter, sir.

Senator CURTIS. I didn't ask you if you answered the letter. Did you abide by the directive?

Mr. CARLOUGH. With what they said; yes, sir.

Senator CURTIS. Beginning April 17, 1957, you did cease and desist?

Mr. CARLOUGH. Our interpretation of their cease and desist was, yes, sir.

Senator CURTIS. According to your interpretation?

Mr. CARLOUGH. Ours, yes, sir. We so stated in our letter to them.

Senator CURTIS. I will ask you this way: In your interpretation of cease and desist, what did you stop doing that you were doing before?

Mr. CARLOUGH. We never was doing it. We said in the letter. We reaffirmed something we didn't do.

Senator CURTIS. I will ask my question again. You say that you did comply according to your interpretation. In complying, what did you stop doing?

Mr. CARLOUGH. We didn't stop doing. We never did what they accused us of, sir.

Senator CURTIS. In other words, you continued the same course after Mr. Meany's letter as you did before?

Mr. CARLOUGH. May I read?

Senator CURTIS. No, I want an answer to that question. Did you continue with the same course after Mr. Meany's letter as you were following before?

Mr. CARLOUGH. I don't understand what you mean by after Meany's letter which we were following before. I don't know what you mean by following before.

Senator CURTIS. I am not trying to define it. Did you follow the same course of conduct in reference to all matters related to Burt after the letter as you had been doing before?

Mr. CARLOUGH. I would say, yes. We didn't do nothing before and we didn't do nothing after.

Senator CURTIS. You didn't change after the letter?

Mr. CARLOUGH. Didn't change. We had nothing to change, for under that constitution they tried us.

Senator CURTIS. Then their direction to cease and desist, you didn't cease and desist doing anything.

Mr. CARLOUGH. Our interpretation of cease and desist was not to impair the bargaining relations of the Burt Manufacturing Co., and the Steelworkers, which we never did do. To make it sure that we wasn't, we reaffirmed that we hadn't done it but if they said we did it we would stop doing it. But we had nothing to stop. We never did do it.

Senator CURTIS. In other words, you continued just as you had before the letter?

Mr. CARLOUGH. Yes, sir.

Senator CURTIS. Now, how come that the Sheet Metal Workers Union continues to violate section 4, article 3 of the AFL-CIO constitution?

Mr. CARLOUGH. We don't, sir.

Senator CURTIS. Mr. Meany says you do.

Mr. CARLOUGH. I differ with Mr. Meany.

Senator CURTIS. Under the constitution and bylaws of the AFL-CIO, who has final interpretation of the constitution?

Mr. CARLOUGH. Mr. Meany and his executive board, I assume.

Senator CURTIS. Is there anything in the constitution that permits an affiliate to overrule a decision.

Mr. CARLOUGH. I believe, sir, and this is my own opinion, that Mr. Meany and his executive board realize that that part was not in the constitution, and a year ago in Miami, Fla., the executive board made another one by saying you would have to accept everybody's goods, and if you don't, then it goes to Mr. Cole.

Senator CURTIS. You are referring to the one of February 7?

Mr. CARLOUGH. That is right.

Senator CURTIS. That says AFL-CIO constitution in article 28 and article 3, section 4, explicitly guarantees the integrity of each affiliate of the federation shall be maintained and preserved:

These constitutional provisions and basic principles of the trade union morality require that no affiliate of the AFL-CIO should engage in a boycott or similar activity of goods or materials manufactured or produced by employees represented by another affiliate of the AFL-CIO.

The AFL-CIO executive council, to implement and enforce the AFL-CIO constitution, resolves and directs:

1. That no affiliate of the AFL-CIO shall engage in any boycott, cessation of work, or refusal to transport, install, or otherwise work on or with materials which have been manufactured or processed by workers represented by any other affiliate. All disputes concerning charges of violation of the obligation herein imposed shall be settled under the procedures applicable to the no-raiding provision, article 3, section 4, of the AFL-CIO constitution.

That was February 7, 1958.

Mr. CARLOUGH. That was after we was convicted on this.

Senator CURTIS. After February 7, 1958, did the Sheet Metal Workers Union in any instance refuse to install or otherwise work on Burt products?

Mr. CARLOUGH. To my best knowledge I couldn't tell you the date, sir, but I would say this, if they did, we would call them up and ask them to return their men. I don't think we had any after that. We may have. I am not too sure of it. We would tell them to return their men.

I don't believe there is one job, sir, that has not been erected by sheet metal workers that has been held up. We haven't got the agreement, as I say. But we tried to talk them to putting the men back.

Senator CURTIS. You would say there has been none?

Mr. CARLOUGH. I believe no, sir. I have been away 6 weeks, and I don't know what is in the office now. There could be something in there right now for all I know.

Senator CURTIS. I am not talking after the court injunction. I am talking about after February 7, 1958.

Mr. CARLOUGH. Yes, I believe there was one or two, sir. I believe the Burt Manufacturing was corrected.

Senator CURTIS. I notice in this resolution passed on February 7, 1958, it makes no reference to the standard form of agreement being a defense against it.

Mr. CARLOUGH. That wouldn't have nothing. That is our prerogative to sit down with our own contractors and negotiate agreements, so the AFL would have nothing to do with that, sir.

Senator CURTIS. I know, but they cover the situation and this is after a long deliberation. They flatly prohibit one affiliate from engaging in any boycott, cessation of work or refusal to transport, install, or otherwise work on or with material which has been manufactured or processed by another affiliate.

Mr. CARLOUGH. I think there is a case, but I am not too sure of it, under that, that they are taking the Sheet Metal Workers international before Mr. Cole on that. If there is one, and I am pretty sure there is one.

Senator CURTIS. Do you contend that you had not been prior to February 7, 1958, doing anything prohibited by this resolution?



Mr. CARLOUGH. What was that, sir? What date, sir?

Senator CURTIS. Would you read it.

(Question read by the reporter.)

Mr. CARLOUGH. As I may say, before you say these resolutions, is it retroactive what we did before. I say it was not as far as Burt at any time.

Senator CURTIS. Did you do anything that is prohibited in this resolution of February 7, 1958, prior thereto?

Mr. CARLOUGH. I don't know if we did anything prohibited, but we have an NLRB case against us right now. We are waiting for a decision. It is a question of whether we are right or wrong in that.

Senator CURTIS. You still contend that your course of action since Mr. Meany's letter of April 17, 1957, is the same now as it was before?

Mr. CARLOUGH. We would not violate any of our agreements with our employers or cancel any agreements because of Mr. Meany's letter until we find out whether we are right or wrong. That is a voluntary organization. Mr. Meany cannot dictate the terms of our agreements with our contractors.

Senator CURTIS. Yes, but I understood that you took the position you had not done anything in the first instance, and so after Mr. Meany ruled you didn't change your conduct.

Mr. CARLOUGH. I believe we did, sir. I say that is February 17. I know we had five or six or seven cases before that date. I don't think we had anywhere near that. We had one case. So we must have done something to correct it. A lot of times a case comes up, it is in California. We may not hear anything about it. They may try to straighten it out a week or two and then they call the international. There may be cases like that that are straightened out on the local level that we know nothing about.

Senator CURTIS. You are not taking the position that the locals did live up either to Meany's letter or to this resolution of February 7, 1958?

Mr. CARLOUGH. I cannot speak for all my locals. I would say for the best of their ability they tried to live up to it, because we haven't got hardly any complaints, so they must have.

Senator CURTIS. That is all.

Senator ERVIN. Suppose that the Burt Manufacturing Co. came to you and said: "Mr. Carlough, your local unions are persuading the people not to purchase or use our products and we want to get along on good terms with you. We want to stay in business. We want to protect our investment. We want to stay in business and we would like to be able to sell our products without any interference from the Sheet Metal Workers, and I would just like to know"—this is Burt Manufacturing Co. now and not me—"what we can do to get your locals to put an end to this activity they are directing toward our products." What would you tell the Burt Manufacturing Co.?

Mr. CARLOUGH. They did come up and asked a little further than that. They asked us how could they get in and get our agreement. Mr. Sawyer asked us that.

Senator ERVIN. What did you tell them?

Mr. CARLOUGH. We told them that he nor anybody else could do that. It was up to the members to vote what local union the members wanted to go into.

Senator ERVIN. In other words, you told them if they went into some local union, the local union could put an end to this practice?

Mr. CARLOUGH. He asked us he would like to come into the Sheet Metal Workers, how we could do it. He asked Mr. Byron and myself. We told him we couldn't do it and he couldn't do it because the membership themselves decided the union of their choice they would go into.

Senator ERVIN. But you told him that if his employees decided to drop the United Steelworkers as their bargaining agent and select one of your unions—local unions—as their bargaining agent in place of the Steelworkers, then this would be ended?

Mr. CARLOUGH. I certainly did not, sir. Never.

Senator ERVIN. Isn't that what you told me just a minute ago?

Mr. CARLOUGH. No, I didn't tell you just a minute ago at all. I said this: That Mr. Sawyer come up and asked Mr. Byron and ourselves that—that mainly all the stuff was sold to a sheet metal contractor in affiliation with us and he would like to know how he could come in and get an agreement with us.

We told him he couldn't do it. He has an agreement with Burt and he could not do it.

Senator ERVIN. You told him the only way this could be ended would be for his employees, not him, to be affiliated with one of your local unions?

Mr. CARLOUGH. No, sir, I didn't.

Senator ERVIN. Did you tell him that he could end it that way?

Mr. CARLOUGH. No, sir, I did not.

Senator CURTIS. Where did this conversation take place?

Mr. CARLOUGH. In our general office between Mr. Byron and myself and Frank Bonadio, the secretary of the building trades council who brought him over.

Senator CURTIS. Brought who over?

Mr. CARLOUGH. Mr. Sawyer of Burt Manufacturing.

Senator CURTIS. When was that?

Mr. CARLOUGH. I believe it was 1956. I am not too sure.

Senator CURTIS. Do you remember what month?

Mr. CARLOUGH. I don't know. I believe August or something like that. Was it August? I thought it was August.

Senator ERVIN. You told him that there was not any way on earth for him to have these practices ended except that his employees could affiliate with one of your locals. That you couldn't do that for him and he couldn't do that. But his employees could get it ended by affiliating with one of your locals. Didn't you tell him that?

Mr. CARLOUGH. No, I didn't. That is what he said in court. My testimony in Federal court—

Senator ERVIN. Would you tell me how you told him he could get this ended?

Mr. CARLOUGH. I didn't tell him.

Senator ERVIN. You told him there was no way on earth to get it ended?

Mr. CARLOUGH. No, sir.

Senator ERVIN. What did you tell him?

Mr. CARLOUGH. I told him I couldn't do anything for him as far as getting an agreement for us. I think I straightened out a job right

then, I don't know where it was; I straightened out two or three jobs for Mr. Sawyer.

Senator ERVIN. Did you tell him that there was nobody on earth that could not give him any relief?

Mr. CARLOUGH. No; I don't think.

Senator ERVIN. I want you to tell me how you told him he could get relief.

Mr. CARLOUGH. He came down originally about one job held up. He started talking about he would like to get an agreement, and we told him we couldn't do nothing about it.

Senator ERVIN. Did you ever tell him that if his employees, of their own volition, affiliated with one of your locals as their bargaining agent maybe they could do it for him and put an end to it?

Mr. CARLOUGH. No, sir. That would be nothing up to me to do. He would have to affiliate—

Senator ERVIN. Then you didn't give him any information that there was any way on the face of the earth that he could ever get this changed?

Mr. CARLOUGH. No, sir. I done what he did. I called the people up to release the job that was being held up at the time. That is what he mainly came down for.

Senator ERVIN. In other words, as far as you are concerned, you left him without hope in this world?

Mr. CARLOUGH. Without what?

Senator ERVIN. Without hope in the world of finding any way in which he could have an end put to these activities. Is that what you are telling us?

Mr. CARLOUGH. I didn't tell him nothing at all about he hasn't got any hope in the world, because the Burt Manufacturing has been in a long time, 68 years, and they have been doing business for 68 years, and still doing it.

Senator ERVIN. You never mentioned one of your locals to him?

Mr. CARLOUGH. No, sir; I certainly did not. Not about affiliating; no, sir.

Senator ERVIN. What did you say about a local?

Mr. CARLOUGH. He spoke about one local, I don't know what it was, holding up the work. I straightened out two jobs for him that way. I called the people up and directed them back to work.

Senator ERVIN. You never said anything about the local could do it?

Mr. CARLOUGH. No, sir.

Senator CURTIS. This meeting that you are talking about, with Mr. Sawyer, was Mr. Byron present?

Mr. CARLOUGH. Yes, sir.

Senator CURTIS. Referring back again to the brief of the General Counsel to the trial examiner in case CC 68, the attorney for the trail examiner on page 5 says this:

Byron acknowledged that his organization's members had refused to install or handle Burt equipment on many jobs, and when Sawyer asked him why such action was taken, Byron said "The Burt Manufacturing Co. did not belong to the Sheet Metal Workers, but belonged to the Steelworkers, and that until the Burt Manufacturing Co. took their men out of the Steelworkers and put them over to the Sheet Metal Workers Burt would continue to have trouble."

That is taken from pages 91 and 92 of the transcript.



Mr. CARLOUGH. Who was supposed to make that statement, sir?

Senator CURTIS. It is taken from the transcript and it is cited by the brief of the General Counsel to Trial Examiner William F. Scharnkow, and it is signed by Edward A. Grupp and Philip Fusco, attorneys for the General Counsel, National Labor Relations Board, eighth district.

Mr. CARLOUGH. That is Mr. Sawyer's statement. That is what Mr. Sawyer says.

Senator CURTIS. But the attorney for the Government agency involved apparently relied on it because he cites it in his brief, and I do not think that he would make a contention for testimony in which he did not have confidence.

Mr. CARLOUGH. I have the same brief. I can read the next paragraph. This is our brief of the same thing.

Senator CURTIS. Your brief?

Mr. CARLOUGH. Yes, sir. Mr. Bonadio and Carlough denied Sawyer's statement.

Senator CURTIS. How long have you been an international officer of the union?

Mr. CARLOUGH. In my capacity now, sir?

Senator CURTIS. Any international.

Mr. CARLOUGH. Since 1945, sir.

Senator CURTIS. Before that you were an officer of the union in the New York area, were you not?

Mr. CARLOUGH. Yes, sir.

Senator CURTIS. And you would have both because you were an officer there and you are now an international officer a good idea of the working conditions for sheet-metal workers and the business conditions generally for those in the sheet-metal industry in the New York area, would you not?

Mr. CARLOUGH. Yes, sir.

Senator CURTIS. Now, is it not true that the Sheet Metal Workers local in the New York area have such a tight monopoly that it will not even allow products to come in from other sections of the country, even if they are made by the members of their own unions?

Mr. CARLOUGH. To my knowledge that happened once, and we notified the local union that they had to accept it. It was twice, and they did accept it. That local union has high wage rates and it is a good local union.

Senator CURTIS. By twice, you mean there were two complaints arose where something of this sort came up?

Mr. CARLOUGH. Yes, sir.

Senator CURTIS. You don't know how many times it happened when there was no complaint?

Mr. CARLOUGH. We wouldn't know.

Senator CURTIS. If I were to tell you that companies from New England whose employees are members of your union are unable to sell their products in New York areas because of your New York local, they will not install them; would you say this was true?

Mr. CARLOUGH. That was one of the complaints, sir, I was speaking about, Mr. Carroll, I believe wrote me the letter from Connecticut. He was secretary of the association up there.

Senator CURTIS. Was he employed by the Tucker Bailey Co. in Connecticut?

Mr. CARLOUGH. No, sir. He is the secretary of the association, and I don't know if there are a couple of Baileys in that association, and I wouldn't know.

Senator CURTIS. And the position taken by the local up there was that the Connecticut people could send in their production if they would send it in unassembled; isn't that correct?

Mr. CARLOUGH. I just don't remember what this case was, but I thought that Bailey had an agreement with us, and I think that they had an agreement with New York, and I am not too sure. But they have an agreement with the New York local, I know that.

But they are handling Tucker Bailey's products.

Senator CURTIS. Are they coming in assembled or unassembled?

Mr. CARLOUGH. I wouldn't know, sir.

Senator CURTIS. Would you say that they were not unassembled?

Mr. CARLOUGH. I believe at that time they were coming in partially assembled; yes, sir.

Senator CURTIS. They are not completely assembled?

Mr. CARLOUGH. No.

Senator CURTIS. And you have had two complaints from the New York area about that?

Mr. CARLOUGH. Yes, sir.

Senator CURTIS. That is all.

Senator ERVIN. Going back to the question I was asking you, under your standard form of agreement those who employ the members of your locals bound themselves not to use any products of anybody or any company unless those products were manufactured by members of your union; didn't they?

Mr. CARLOUGH. They bound themselves to this extent, that when they would get a job their employees in their plant would do the work.

Senator ERVIN. And if the man didn't have or didn't make the things himself he had to buy it from another person who employed your members of your locals to manufacture the thing or fabricate them?

Mr. CARLOUGH. That is the intent of the agreement; yes, sir.

Senator ERVIN. That is what I thought.

Mr. CARLOUGH. Yes, sir.

Senator ERVIN. Leaving out what was said by who about anything, was there anyway in the world under the program which your union had established, and I am not saying whether it is legal or illegal or wise or foolish or anything else—was there any way in the world that the Burt Manufacturing Co. could have obtained a cessation of these activities directed to prevent the use of their product except by affiliating or having their employees affiliate with your union?

Mr. CARLOUGH. Certainly, sir. They applied direct. The general contractors send a lot of orders direct into Burt or other manufacturing places, that don't go through our sheet-metal works, and plenty of ventilators and other equipment don't go through our shops.

Senator ERVIN. But according to the evidence here, the members of your locals affiliated with your association refused to install these. They even refused the University of Ohio according to the evidence the right to select materials manufactured by Burt rather than by a company whose employees were affiliated with your union.

How could they have done it?

Mr. CARLOUGH. We don't tolerate that. We get a hold of anything like that in our general office, I am talking about, we will tell the people, you have to erect it, or you are in violation of law and you are going to get into trouble. We tell them they have to erect it.

Senator ERVIN. And yet you know that those complaints were made about your locals?

Mr. CARLOUGH. Yes, sir, and we straightened a lot of them out.

Senator ERVIN. You don't wink to your locals when you give them that kind of instruction?

Mr. CARLOUGH. We don't wink at our locals when we give them those instructions, Senator.

Senator ERVIN. Well, your locals insisted the people they dealt with abide by this standard form of agreement?

Mr. CARLOUGH. Sir, I have already told our people to try to put the men back and they tell me, we signed that agreement and you didn't sign this agreement. This is between two people.

Senator ERVIN. But those agreements you claim were binding notwithstanding the fact that they were in conflict with the constitution of the AFL-CIO?

Mr. CARLOUGH. Well, I don't—

Senator ERVIN. You claim one of your locals can make a contract that violates the constitution of the AFL-CIO?

Mr. CARLOUGH. Well, I said up to that time they didn't have that in there, until the 17th of February now, and they have that in there.

Senator ERVIN. Are you telling this committee that your locals did not refuse to install products made by Burt?

Mr. CARLOUGH. I am not saying that at all, because we had to tell them to go in and do the jobs and it was held up for a week or two, and they had to refuse to install them.

Senator ERVIN. Whenever they did it, you told them to go ahead and let that employer violate his agreement under the standard form of agreement and go ahead and use these, did you?

Mr. CARLOUGH. No, sir, I wouldn't. I would say to use them, and then prefer charges against that employer who violated his agreement, and that is what I would advise my people.

Senator ERVIN. That is what you always advised them?

Mr. CARLOUGH. That is what I would advise them.

Senator ERVIN. You would advise them not to stick to their agreements?

Mr. CARLOUGH. Oh, no. I said stick to their agreements.

Senator ERVIN. I have a little difficulty of understanding everything that goes on, because you tell me that the international union had these standard forms of agreements printed and sold them to the locals, and then that you told the locals not to insist on abiding by them, with these employees?

Mr. CARLOUGH. No, sir, those agreements that people have now, you can look at them at different sides of the country, they take out and add to, and it is not a binding agreement and it is only a guide for the local unions to get something half in shape.

Senator ERVIN. It was a guide to get them the kind of a contract that standard form of agreement provides for, wasn't it?

Mr. CARLOUGH. I know, but it is a negotiated agreement.



Senator ERVIN. As a matter of fact, weren't those agreements practically required by section 2(I) of section 2 of article 26 of your constitution?

Mr. CARLOUGH. This was in our agreement, yes, sir, certain parts of it, but not the part where it says that you have to sublet the work. But that is now taken out of our agreements, Senator. It is out of our constitution.

Senator ERVIN. When was it taken out?

Mr. CARLOUGH. It was taken out once in 1950, one part was taken out, after the Taft-Hartley Act, and recently we took the whole thing completely out of our agreement, and we haven't got a thing about the standard form now in our constitution.

Senator ERVIN. Do you still sell the standard forms to your local?

Mr. CARLOUGH. As a guide, yes.

Senator ERVIN. So striking the provision requiring them out of your constitution didn't seem to have affected your practice any?

Mr. CARLOUGH. Well, it is only taken fully out of our constitution September 15, sir.

Senator ERVIN. That is all.

Senator CURTIS. Now, I want to ask you about some of these cases.

Did the Sheet Metal Workers Union refuse to install \$75,000 worth of Burt ventilators in the General Electric Co. plant at Conotton, Ohio.

Mr. CARLOUGH. Where is that? I wouldn't know; I wasn't in the general office at that particular time. I took over as general secretary-treasurer in 1951, sir.

Senator CURTIS. You have heard nothing about it since?

Mr. CARLOUGH. No.

Senator CURTIS. You never heard about that case?

Mr. CARLOUGH. No. It was testified about in court, when we went up to the NLRB, but I wouldn't know anything about it, and I was in New York at that time.

Senator CURTIS. But it was testified about?

Mr. CARLOUGH. Yes, sir.

Senator CURTIS. You don't know when it happened?

Mr. CARLOUGH. No, sir.

Senator CURTIS. Now, did the Sheet Metal Workers Union, in connection with \$35,000 worth of ventilator equipment for a new plant for Western Electric Co., of Omaha, in April 1957, advise concern Brown Co. they would not be able to erect Burt ventilators if they were purchased for this job?

Mr. CARLOUGH. That doesn't hit my mind. What is the name of the job?

Senator CURTIS. It was the Western Electric Co. at Omaha.

Mr. CARLOUGH. In 1957?

Senator CURTIS. Yes.

Mr. CARLOUGH. Not that I can recall, sir.

Senator CURTIS. The Brown-Keer Co., of Chicago, Ill., awarded the sheet metal contract, and Mr. Sawyer testified:

But although our sales representative in Chicago was led to believe that our business was attractively priced we were not given the contract. Mr. Keer told both our sales representative in Chicago and myself that he had been advised by one of the officials of the Sheet Metal Union in Chicago that Brown & Keer Co.

would not be able to erect the Burt ventilators if they were purchased for this job.

Mr. CARLOUGH. Sir, I would have no way of knowing that. The only way I would know if the stuff was on the job and they wouldn't erect it and they would call me, but I wouldn't know if they would get the contract or were stopped from getting it. We wouldn't know about it in Washington.

Senator CURTIS. You mean to say you don't know about this controversy and these important details of it?

Mr. CARLOUGH. They didn't receive the job and I wouldn't know that at all.

Senator CURTIS. I am not talking about whether they got the job. I am asking you, do you contend that you could not know the important details about what transpired in this controversy between Sheet Metal and the Steelworkers and Burt?

Mr. CARLOUGH. At Burt, you mean?

Senator CURTIS. Yes.

Mr. CARLOUGH. I thought you were talking about this job in Chicago.

Senator CURTIS. Yes; I am talking about every place where your union refused to install them.

Mr. CARLOUGH. I certainly did hear about them, and I was called up before the AFL on them, but on that particular job there, I don't know anything about that.

I know the Ford job, and the Chrysler job, I believe it was, or a similar job in Chicago, and I know about them, because the jobs were held up, but I don't know anything about this job.

Senator CURTIS. Well now, Mr. Sawyer testified that a widespread campaign is further exemplified by the fact that on March 26, 27, 28, and 29, of 1957, we were advised by our sales representatives from such widely scattered points as St. Louis, Pittsburgh, Cleveland, Boston, Washington, D.C., Detroit, Parkersburg, W. Va., that contractors and other persons of the sheet-metal industry in their areas had advised them that they could not purchase or use any Burt products because the Sheet Metal Union officials had told them that their members would not handle Burt ventilators.

Now, is it true that Sheet Metal officials did do those things?

Mr. CARLOUGH. If you are talking about the international, or are you talking about me, I would say no I didn't tell them they couldn't handle that stuff.

Senator CURTIS. Did someone else?

Mr. CARLOUGH. Well, the Sheet Metal officials, there are 2 or 3 officials in every local of the United States, 540 locals, so I wouldn't know what every official would tell them.

Senator CURTIS. But this same course was happening over a wide area, apparently over the entire country. Now, is it your position that you deny that it happened, or that you deny that you knew about it?

Mr. CARLOUGH. Any positions speaking for the international, and not the local unions which I wouldn't know, I deny that we ever told anybody he couldn't handle the work.

Senator CURTIS. Whoever told them?

Mr. CARLOUGH. I wouldn't know whoever else told them, and not any general office I would say.

Senator CURTIS. You deny that the international officers told them?

Mr. CARLOUGH. That is right.

Senator CURTIS. Do you deny that the local officials told them?

Mr. CARLOUGH. I wouldn't know. There must have been something, when there was a couple of jobs held up and we had to straighten it out.

Senator CURTIS. Now, the international does have a publication that they call the "Fair List"; haven't they?

Mr. CARLOUGH. I wouldn't say it is a "Fair List," that is what Mr. Sawyer calls it.

Senator CURTIS. What do you call it?

Mr. CARLOUGH. An information list to our contractors, and our local unions.

Senator CURTIS. What does it say?

Mr. CARLOUGH. It just gives the names of the contractors, it is a book. All of the contractors that sign an agreement, with the Sheet Metal Workers locals, or the locals all over the country.

Senator CURTIS. What is the purpose of the list?

Mr. CARLOUGH. Well, we have so many complaints and we are always having requests of this kind of an article or this kind of an item. The business agents would call us up in the local, "Where can you get blowpipe made," and now we have listed all of our shops that we have in the whole United States, under agreement, and each contractor has a book.

Senator CURTIS. Well, now anybody whose name is in there, their products are acceptable; is that right?

Mr. CARLOUGH. Naturally they would be, I believe they should be.

Senator CURTIS. If their name is not in there, they wouldn't be accepted; is that right?

Mr. CARLOUGH. No, sir, that is not the intent of it.

Senator CURTIS. What is the intent?

Mr. CARLOUGH. It is information from our local unions, to know who is assigned to agreements in Chicago, if they are in Wyoming or who is assigned to the south or west coast. There is the address and the name of the firm is right there, and if they need it they can get it right out of that book.

Senator CURTIS. Suppose their name isn't in there?

Mr. CARLOUGH. Well, they won't get it then, and it wouldn't be in there, if the name is not in there.

Senator CURTIS. And has Burt's name been in there?

Mr. CARLOUGH. No, sir.

Senator CURTIS. What is that?

Mr. CARLOUGH. No, sir.

Senator CURTIS. Now, was there a refusal to install Burt ventilators at the Chrysler Corp., at Twinsburg, Ohio?

Mr. CARLOUGH. I believe there was, sir.

Senator CURTIS. Was there a refusal to install Burt products at the Municipal University at Akron?

Mr. CARLOUGH. A refusal to furnish men, sir; yes, sir.

Senator CURTIS. A refusal to furnish men?

Mr. CARLOUGH. Yes, sir; there was.

I believe there were five or six items on that particular job, and the ventilators were one of them, and there were other items also.

Senator CURTIS. And you refused to furnish men?



Mr. CARLOUGH. Yes, sir.

Senator CURTIS. Without men they can't install them, can they?

Mr. CARLOUGH. That is right, sir.

Senator CURTIS. But that is not a violation of law; is it?

Mr. CARLOUGH. No, sir.

Senator CURTIS. Because of the rulings that this action must be in the course of their employment, and they aren't employed until they get there?

Mr. CARLOUGH. That is right.

Senator CURTIS. Did you refuse to install Burt products at the Ford Motor Co. in Lima, Ohio?

Mr. CARLOUGH. Yes, sir; I straightened that job out also.

Senator CURTIS. But there was a refusal?

Mr. CARLOUGH. Well, I don't believe there was a refusal, and I don't believe there was any men on the job, and it was a couple of years ago.

Senator CURTIS. How did you work it out if there were no men on the job?

Mr. CARLOUGH. It was a refusal to unload at a siding, and the job was held up quite a while, and I called up and had the job straightened out. But the job itself, sir, wasn't held up, the job was progressing, and it was just unloading of these ventilators, that was the question, but the rest of the job was going on.

Senator CURTIS. But they did hold up the unloading of the ventilators?

Mr. CARLOUGH. Yes, sir.

Senator CURTIS. Was that release after Secretary Mitchell intervened?

Mr. CARLOUGH. He called me, sir.

Senator CURTIS. But it wasn't unloaded until the Secretary of Labor did contact you?

Mr. CARLOUGH. No; and I had to fly up there because the men still refused to unload them for the business agent, and I told Secretary Mitchell I may have to go up myself, and fortunately I didn't have to go up.

Senator CURTIS. Well now, is it your contention that this refusal to install Burt products was entirely a program originated and carried out by the locals?

Mr. CARLOUGH. Well certainly it is, sir.

Senator CURTIS. Well——

Mr. CARLOUGH. I don't say it was refusal from the local unions, and there are plenty of times that the members themselves know what the agreement is and they don't want to erect them.

Senator CURTIS. And what about the refusal to install Burt ventilators at the Ohio Bell Telephone Building?

(At this point, the witness conferred with his counsel.)

Mr. CARLOUGH. I don't know about that.

Senator CURTIS. It did happen?

Mr. CARLOUGH. Only what was testified to, and I was just informed it was an individual refusal of two workers, but I didn't know about it.

Senator CURTIS. They did refuse to do it?

Mr. CARLOUGH. Yes, sir.

Senator CURTIS. Now, was there a provision in the State architect's ruling in Ohio in reference to building at the Ohio University at Athens, that they were not to use Burt?

Mr. CARLOUGH. It was in the paper and testified at the trial, sir.

Senator CURTIS. How did it happen that the State architect put it in there?

Mr. CARLOUGH. I wouldn't know that.

Senator CURTIS. Did anybody from the Sheet Metal Workers Union contact them?

Mr. CARLOUGH. I wouldn't know. None from the international union I can assure you of that, sir, from Washington.

Senator CURTIS. You were asked clear that weren't you?

(At this point, the witness consulted with his counsel.)

Mr. CARLOUGH. I don't remember that myself. I wouldn't know, sir.

Senator CURTIS. I won't take the committee's time to go through a lot of cases here but it seems strange to me about your lack of knowledge of these things as secretary-treasurer.

Mr. CARLOUGH. I would know only those reported to me. I told you I just got back this morning. I flew all night from 9 o'clock until 8:15 this morning. I have been away 6 weeks. I don't know what is in my office, my records or anything. I had to come right down here.

Senator CURTIS. That is all.

Senator ERVIN. When the members of these locals refused to handle the Burt products they did it on the ground that the action of their contractor violated the standard form of agreement, didn't they?

Mr. CARLOUGH. That is what they would say; yes, sir.

Senator ERVIN. As a matter of fact, the national constitution, section 1 of article 25 provides as follows, doesn't it?

The desirability of uniformity in local union agreements particularly with regard to certain basic conditions of employment being recognized, this association shall prepare and furnish to each local union a uniform agreement to be used in all negotiations with employers.

That was a requirement of the international, wasn't it?

Mr. CARLOUGH. At that time, yes, sir. But they could change it. It all had to be changed by the Taft-Hartley law.

Senator ERVIN. They could change it, but they would use it for negotiation, and they would try to get those things?

Mr. CARLOUGH. Yes, sir.

Senator ERVIN. Furthermore, I will ask you if the international instead of making blacklists it didn't furnish to the locals white lists setting forth people whose products they could handle?

Mr. CARLOUGH. From the international, sir?

Senator ERVIN. I will ask you if the international did not furnish this?

Mr. CARLOUGH. No; we got a book out giving all of our contractors.

Senator ERVIN. Yes, sir. It listed who was bound and who agreed to this standard form?

Mr. CARLOUGH. Yes, sir.

Senator ERVIN. And you called them fair contractors?

Mr. CARLOUGH. I don't believe in the book we called them fair contractors in the book we got out.

Senator ERVIN. Didn't you put out a statement?

Mr. CARLOUGH. Where is that statement from?

Senator ERVIN. Who was Carl R. Rider?

Mr. CARLOUGH. He must be one of our business agents someplace.

Senator ERVIN. He says he is a business agent of Sheet Metal Worker Local 36.

Mr. CARLOUGH. That is in Cleveland, Ohio.

Senator ERVIN. He says this, March 3, 1958, sheet-metal contractors of local 36, gentlemen.

Mr. CARLOUGH. Thirty-six?

Senator ERVIN. Yes.

Mr. CARLOUGH. That would be St. Louis.

Senator ERVIN. [reading]:

The enclosed list containing names of fair contractors that are fabricators of fans, blowers, and roof ventilators according to Sheet Metal Worker international office, Washington, D.C. Yours truly, Carl Rider, business manager, Sheet Workers Local 36.

You furnish them a book telling them who in your opinion were the fair contractors who had agreed to the provisions of the standard form of agreement?

Mr. CARLOUGH. What date is that, sir?

Senator ERVIN. This is 1958, March 3.

Mr. CARLOUGH. That is about the time our book went out, I believe. March of 1958, to all of our contractors. But we didn't say in the book—I will give you a copy of the book if you want it—nothing about the fair contractors. That is what he put in there. Our international didn't say that.

Senator ERVIN. What kind of contractors did it call them?

Mr. CARLOUGH. Just the list of all the people that signed an agreement with our international.

Senator CURTIS. It says this:

The enclosed list containing names of fair contractors that are fabricators of fans and blowers and roof ventilators according to Sheet Metal Workers international office, Washington, D.C.

Mr. CARLOUGH. That is his statement, sir. We will give you the book. It don't say anything about fair contractors at all in the book.

Senator CURTIS. He says fair contractors according to the international union.

Mr. CARLOUGH. That is the way he wants to phrase it.

Senator CURTIS. You are repudiating his statement.

Mr. CARLOUGH. I repudiate his statement if he says the international sent him a list and says it was fair contractors. We sent him a book. The book speaks for itself. If he wanted to add that, that is his business.

Senator ERVIN. According to my recollection you have made two statements that I have difficulty reconciling. When I first asked you about it in effect you told Mr. Sawyer that the local union, if his employees voted to take the local union as bargaining agent that was the way things could be done.

Mr. CARLOUGH. I said that, sir?

Senator ERVIN. That is my recollection.

Mr. CARLOUGH. No, sir, I didn't say that.

Senator ERVIN. You never mentioned the local to him at all?

Mr. CARLOUGH. No, sir, not a bit.

Senator ERVIN. I think you better check over your testimony because there is a discrepancy.

Mr. CARLOUGH. No, that is correct. I didn't ever say to him "Sign up."



Senator ERVIN. According to my understanding of the English language I thought my recollection was quite different. Do you have anything else you want to say that you have not been asked about?

Mr. CARLOUGH. No; I heard you asking about the wage rates. If it is of any interest to you. I heard you ask about New York and other places. I would like to say that the Fisher Co. who makes ventilators in New York City, the wage rate is \$3.20 an hour and 55 cents an hour fringe.

The Van Noorden Co., of Boston, Mass., a competitor of Mr. Sawyer, is \$3.65 an hour, and 20 or 22 cents fringe. That make it \$3.85 and New York is \$3.75. In the Octagn in Chicago, Ill., is \$3.85 just for manufacturing in the shop and 30 cents fringe makes it \$4.15 an hour.

Senator ERVIN. Anything else?

Mr. CARLOUGH. No, sir.

Senator ERVIN. We thank you for coming before the committee. I know if you flew all night you must be sleepy by this time.

Do you agree to come without being resubpenaed on reasonable notice to you or your counsel if there is further counsel?

Mr. CARLOUGH. I agree. This time there was no subpena, sir. Am I excused?

Senator ERVIN. We will accept the brief for consideration by the committee but not make it part of the record because it would be quite expensive to print it.

Senator CURTIS. Mr. Chairman, in that connection I have referred to a brief or two here. May we have permission in the record to file as exhibits and not to be printed in any of the other material?

Senator ERVIN. Yes. It is to be filed.

Mr. MULHOLLAND. I expect if the briefs are to be accepted I expect the international's brief ought to be accepted also.

Senator ERVIN. Yes, sir. It will be filed with the committee. It will not be part of the record but for the consideration of the committee. The committee will stand in recess until 2 o'clock Monday.

You are excused from further attendance.

(Whereupon, at 5:15 p. m., Friday, November 14, 1958, with the following members of the committee present: Senators Ervin and Curtis, adjourned to reconvene at 2 p. m., Monday, November 17, 1958.)



# INVESTIGATION OF IMPROPER ACTIVITIES IN THE LABOR OR MANAGEMENT FIELD

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MONDAY, NOVEMBER 17, 1958

UNITED STATES SENATE,  
SELECT COMMITTEE ON IMPROPER ACTIVITIES  
IN THE LABOR OR MANAGEMENT FIELD,  
*Washington, D.C.*

The select committee met at 2:55 p.m., pursuant to Senate Resolution 221, agreed to January 29, 1958, in the caucus room, Senate Office Building, Senator John L. McClellan (chairman) presiding.

Present: Senator John L. McClellan, Democrat, Arkansas; Senator Sam J. Ervin, Jr., Democrat, North Carolina; Senator Barry Goldwater, Republican, Arizona; Senator Carl T. Curtis, Republican, Nebraska.

Also present: Robert F. Kennedy, chief counsel; Jerome Adlerman, chief assistant counsel; Paul Kamerick, assistant counsel; John J. McGovern, assistant counsel; Ruth Y. Watt, chief clerk.

The CHAIRMAN. The committee will come to order.

(Members of the select committee present at beginning of session: Senators McClellan, Ervin, Goldwater, and Curtis.)

Mr. KENNEDY. Mr. Gilbert.

The CHAIRMAN. You do solemnly swear that the evidence you shall give before this Senate select committee will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. GILBERT. I do.

## TESTIMONY OF ROY J. GILBERT

The CHAIRMAN. State your name and place of business, your residence and business or occupation, please.

Mr. GILBERT. My name is Roy J. Gilbert, and I live at San Antonio, Tex., and I am president and owner of Southwestern Motor Transport, Inc.

The CHAIRMAN. Do you have counsel?

Mr. GILBERT. No, sir; I don't.

The CHAIRMAN. Do you waive counsel?

Mr. GILBERT. Yes, sir.

The CHAIRMAN. Do you have a prepared statement?

Mr. GILBERT. Partly.

The CHAIRMAN. Has your written statement been submitted to the committee?

Mr. GILBERT. It has.

The CHAIRMAN. Have the rules been complied with?

Mr. KENNEDY. Yes.



The CHAIRMAN. Do you wish to read a part of your statement?

Mr. GILBERT. I do, sir.

The CHAIRMAN. You may proceed.

Mr. GILBERT. Southwestern Motor Transport, Inc., is a common carrier freight line which operates in the southwestern part of the State of Texas. Our headquarters are in San Antonio. We operate a general commodity regular route truckline over a network of routes extending from San Antonio to Del Rio, from San Antonio to the Rio Grande Valley, and from San Antonio to Laredo and Corpus Christi. We have approximately 170 employees and operate terminals at San Antonio, Corpus Christi, Del Rio, Laredo, and other principal points on our routes.

I started in the trucking business in 1927, and operated for years under the name of Gilbert Truck Line. In 1949 I purchased the controlling interest in Southwestern Motor Transport, Inc., and merged it with Gilbert Truck Line and have been the president and operating manager of the business since that time.

The CHAIRMAN. About how many trucks do you own and operate, Mr. Gilbert?

Mr. GILBERT. About 135 pieces of equipment.

The CHAIRMAN. 135 trucks.

Mr. GILBERT. Well, a tractor is one unit, and trailer is another unit, and a bobtail is another unit.

The CHAIRMAN. You have 135 units?

Mr. GILBERT. Yes, sir; that is the way we describe it, as units.

The CHAIRMAN. All right.

Mr. GILBERT. Our first labor trouble with any labor union was in the latter part of 1950, when a picket line was thrown up around our terminal in San Antonio for about a week. Just before the picket line was withdrawn, about 8 or 10 unionmen came to the dock at our San Antonio terminal 1 night and they attacked several on-duty employees, one of whom was my minor son. There was no serious injuries in the fracas that followed, and after this act of violence the union withdrew its picket line.

The CHAIRMAN. Before they withdrew the picket line, they resorted to violence?

Mr. GILBERT. Yes, sir.

The CHAIRMAN. Why did they withdraw the picket line at that time?

Mr. GILBERT. I think that I personally was in search for the man who hit my son. That was the cause of it. I went out there to find out who hit my son, and my son was struck in the mouth and I never did find out who he was.

The CHAIRMAN. You think because you went out there in person?

Mr. GILBERT. I was upset about it, I feel certain, he was under age, he was about 16 or 17 years old, and I feel sure that is what caused it.

The CHAIRMAN. When you went out to ascertain who had beat up your son and the others, the picket line dispersed?

Mr. GILBERT. They just didn't appear.

The CHAIRMAN. They didn't come back?

Mr. GILBERT. That is right.

Senator GOLDWATER. Were these pickets men of your own employ?

Mr. GILBERT. No, sir.

Senator GOLDWATER. They were pickets from outside.

Mr. GILBERT. Yes, sir.

Senator GOLDWATER. Was there any one of them a member of your firm?

Mr. GILBERT. I think possibly one had been a former employee.

Senator GOLDWATER. But they weren't working for you at the time?

Mr. GILBERT. No, sir.

The CHAIRMAN. All right, proceed.

Mr. GILBERT. My next union trouble started in August of 1953. On August 22 I received a letter from Raymond C. Shafer, business manager and recording secretary of Local Union No. 657 of the Teamsters, which is the San Antonio local, representing that they held a majority of our employees as members, and asked for a contract. We refused the contract and secured a restraining order in the district court in San Antonio and when it went to trial and when Mr. Shafer was on the stand and made a statement that the union held a majority of our employees as members we asked if he would agree to a vote before the Labor Relations Board and be governed accordingly.

The court recessed the trial and a vote of the members was held before the National Labor Relations Board on September 22, 1953, and the result of that vote was 4 for the union and 47 votes against.

For about a year after that election the union left us alone.

Our next union trouble was in September of 1954, on September 14, 1954, when Mr. R. C. Shafer called Mr. J. C. Chandler, who at that time was our vice president and traffic manager, and made arrangements to meet him at a cafe close to our terminal in San Antonio. Mr. Shafer asked Mr. Chandler if he would reinstate a boy by the name of M. F. Tijerina, an ex-convict, and stated that Tijerina was a member of Teamsters Local 657. He also asked Mr. Chandler at that time to approach me and see if SMT would sign a contract for over-the-road and pickup drivers. It was about this time that we were extending our operations into a new territory under some certificates that we had leased from Inland Motor Freight Lines broadening the scope of our operations in the Corpus Christi, Alice, and Rio Grande Valley. Shafer represented to Chandler if I would sign a contract we would get a large amount of tonnage from the Union affiliated companies operating into San Antonio from the north. Shafer did not represent to Mr. Chandler in September of 1954 that his union represented a majority of our employees.

Senator CURTIS. Mr. Chairman, may I interrupt to ask something there.

What do you mean by "affiliated companies"? You say Shafer represented to Chandler, your manager, that if he would sign a contract he would get a large amount of tonnage from union affiliated companies operated in San Antonio from the north.

Do you mean other trucklines that were unionized?

Mr. GILBERT. Yes, sir.

Senator CURTIS. Did he imply that the union could direct freight where it should go?

Mr. GILBERT. Yes, sir; he did.

Senator CURTIS. I thought the shippers were supposed to have something to say about that.

Mr. GILBERT. Well—

Senator CURTIS. But nevertheless that took place?

Mr. GILBERT. That took place.

Under their agreement with the shipper, the union and shipper, or the union and the operating trucklines, the shipper doesn't seem to have much to say about it.

The CHAIRMAN. It was a kind of a hot cargo contract?

Mr. GILBERT. I believe that is what they call it.

The CHAIRMAN. That is what it amounted to?

Mr. GILBERT. Yes, sir.

The CHAIRMAN. And if you would sign up, they could divert some of that business to you?

Mr. GILBERT. That is right.

The CHAIRMAN. Otherwise you wouldn't get any of it, that was the implication?

Mr. GILBERT. That is right.

The CHAIRMAN. All right, proceed.

Mr. GILBERT. At about 1 p.m. on Friday, September 17, 1954, the union drew up a picket line around our San Antonio terminal. As I had been sick and in the hospital with a hemorrhaging stomach ulcer, I returned the next Monday, September 20. As I reached my office, and got out of my car, Mr. Shafer appeared, and he asked me my plan, that he had instructions to get a contract or else. He could make me or break me by forcing the large union lines to give me all of the freight I could handle, or cut me off entirely. He also said he would stop my freight at the other gateways where I would use non-Teamster lines to Houston and Dallas and other points. He also informed me that I had better not rehire any of the men that left or he would file an unfair labor charge. I would put back to work 10 or 12 of them had I not been scared of such a charge.

I asked for an NLRB election and was advised he would not consent to one as he didn't have to. I knew most of the men that left at that time, who left on account of fear. We immediately went into the local district court there and got a 10-day restraining order against picketing and when the temporary restraining order expired the union threw up a picket line again, until a restraining order was issued in the district court in Dallas on or about the 25th of November 1955, which is a little over a year later.

During September and October of 1954, Mr. Chandler and I had several meetings with Mr. Shafer and other officials of the Teamsters Union. They never did represent that they represent a majority of our employees, but just demanded that we sign a contract.

On another occasion, about this time Mr. Shafer told me that they, referring to the Teamsters' Union, could make me or break me. Mr. Shafer told us that the picketing was for recognition. Of course we understood from this that they wanted a contract signed even though he admitted that the union did not represent a majority of the employees. When the picket line was thrown up, on September 17, 1954, 18 out of 75 of our employees walked off and went on strike. All 18 of the jobs were filled by permanent employees within a few days, and the picket line was also established at our Corpus Christi terminal, and it lasted only 3 or 4 days. The picket signs carried at the San Antonio site said "SMT employees on strike. Teamsters Local 657."

Before the picket line was thrown up, in September of 1954, it was the custom in San Antonio for us to pick up the freight coming to



our lines at the dock of the connecting carriers, and for the connecting carriers to pick up the freight going to their lines at our docks. The custom was eliminated in September of 1954, and as long as there was a picket line there employees would not cross the picket line and pick up the freight.

Therefore, we delivered our freight to them, and picked up the freight coming to us, up until May 18, 1955.

During October and November, or about the middle of October, they started ambulatory picketing, or roving pickets, I would call it.

Mr. CHAIRMAN. That is pickets following your trucks?

Mr. GILBERT. Yes, sir.

The CHAIRMAN. Let us move along.

Mr. GILBERT. Two or three men would follow our trucks and cars and each time our truck would stop at a customer's place of business to pick up freight, they would throw up a picket line around our truck or in front of the place of business of our customers. This resulted in delays in picking up freight, and its purpose was to discourage our customers from calling us any more to handle their shipments.

This lasted for about 5 or 6 weeks, and was finally discontinued after an NLRB investigation of the complaint we had filed against the union for ambulatory picketing. They did not stop the picketing at our terminal.

On the secondary boycott, the hot cargo, it was applied to us May 18, 1955. Up until May 18, 1955, we interchanged freight with quite a number of common carrier freight lines who have Teamster contracts at San Antonio including Alamo Motor Lines, Best Motor Lines, Brown Express, East Texas Motor Freight Lines, Lee Way Motor Freight, Roadway Express, Southeastern Plaza Express, Strickland Transportation, Sunset Motor Lines, and Yello Transit.

I have a statement made up to show the business with the interlines there from September of 1957 to 1955, which is \$20,521,305. We should have done over twice that amount of business in that length of time had it not been for the picket line.

After May 18, 1955, we did not receive any freight from these carriers and they would not accept any freight from us.

Senator GOLDWATER. Would you allow me just a question.

This picket line you speak of now, were these strangers in the picket line? Were these pickets from your own company?

Mr. GILBERT. They were pickets put up there for the first little while, yes. Then there was an old man, I think he was a Mexican, from Mexico, could not even talk English. I don't think he was a naturalized citizen. I don't think he ever drove a truck in his life.

He walked it after the first 5 or 6 weeks.

Senator GOLDWATER. How many pickets did they have?

Mr. GILBERT. At first for several weeks, they had, I think, the whole gang. I would say 17 or 18 that walked off and 5 or 6 more. I would say sometimes 25 men out there ganged up.

Senator GOLDWATER. What eventually happened to the seventeen-and-some-odd that walked off?

Mr. GILBERT. They were doled out and some of them got jobs with Teamster lines. Some of them left the country. Some of them went up north for jobs.

Senator GOLDWATER. It wound up that the picket line was made up of people who had never worked for you?

Mr. GILBERT. That is correct.

The CHAIRMAN. All right; let us proceed.

Mr. GILBERT. From September 1954 through May 18, 1955, our revenues from the interline of freight with these connecting carriers were \$193,994.75.

On the morning of May 18, 1955, Mr. Chandler called a Mr. Jones, who is vice president and general manager of Alamo Motor Lines, about interline of some freight and was told that the union had applied the hot-cargo clause and they would cease doing business with us and cease accepting our freight or giving us freight.

Mr. Jones showed Mr. Chandler a letter that they had received from the union.

The CHAIRMAN. And I will read it.

GENERAL DRIVERS AND HELPERS LOCAL No. 657,  
San Antonio, Tex.

#### NOTICE FROM UNION TO EMPLOYER UNDER ARTICLE 9

GENTLEMEN: Because of the labor dispute involving Southwestern Motor Transport, our members employed by your company have advised us that they intend to exercise the right given them by article 9 of the Southern Conference over-the-road agreement to refuse to handle unfair goods and to refuse to cross any picket line resulting from such labor dispute. Accordingly, we are sending you this notice pursuant to article 9 of the above-mentioned agreement.

Very truly yours,

R. C. SHAFER,  
*Business Manager and Recording Secretary, Local Union No. 657.*

All right, proceed.

Mr. GILBERT. I would like to state that the Alamo Motor Line I just spoke of, it is information among the lines generally, was purchased sometime in March by the Insurance Co. of Texas.

The Insurance Co. of Texas was reputed to be owned by a labor group, mostly the Teamsters Union. They purchased the Alamo Motor Line, put in a Mr. J. O. Tolla as their president and manager, and he immediately, on his arrival in San Antonio, contacted me continually, insisting that I give him a price on my business or give him a chance to make me an offer.

I refused.

Senator CURTIS. I would like to ask this question. Now, that was the Texas Insurance Co.?

Mr. KILBERT. Insurance Co. of Texas.

Senator CURTIS. Where is its head office?

Mr. GILBERT. Dallas, Tex.

The CHAIRMAN. Is that the name of it?

Senator CURTIS. The Insurance Co. of Texas.

The CHAIRMAN. That is the name?

Mr. GILBERT. Yes, sir.

Senator CURTIS. That is an insurance company owned by a union?

Mr. GILBERT. That is my understanding. That is generally understood.

Senator CURTIS. Now, it was public knowledge that they purchased the Alamo Truck Lines.

Mr. GILBERT. That is correct.

Senator CURTIS. All right, go ahead.

Mr. KENNEDY. The head of that insurance company is presently under indictment; is that correct?

Mr. GILBERT. That is my understanding. They have been under a big investigation in Texas.

Senator CURTIS. Did they purchase it for the purpose of going into competition with you?

Mr. GILBERT. No, sir; they didn't operate over any of my system. They just wanted it for a feeder line.

Senator CURTIS. They did exercise the hot cargo clause and refused to interline freight?

Mr. GILBERT. They did, sir.

I have a long list here which I won't read, more or less, I don't think it necessary.

The CHAIRMAN. Let that be inserted in the record. It won't be necessary to read all of that. Provide it to the reporter there and he can insert the list.

Mr. GILBERT. Alamo Motor Lines, Best Motor Lines, Brown Express, East Texas Motor Freight Line, Lee Way Motor Freight, Roadway Express, Southern Plaza Express, Strickland Transportation Co., Sunset Motor Lines, Yellow Transit Co.

The CHAIRMAN. All right. Thank you.

Mr. GILBERT. They all exercised hot cargo clause.

The CHAIRMAN. They invoked it against your company?

Mr. GILBERT. Well, yes, sir; they did. They refused to do business with us.

Starting immediately, as I said a while ago, after the picket line was put up in September, all along through the months of October, November, December, we had different types of attacks on our equipment.

The CHAIRMAN. You mean vandalism, damage to your property?

Mr. GILBERT. Yes, sir.

The CHAIRMAN. You said different types. Name two or three of them briefly.

Mr. GILBERT. I have it further down the page here. I will say that the vandalism or sabotage or attacks, violence, terrorism, whatever you want to call it, got worse after May 18, 1955, after the "hot-cargo" clause was invoked.

I have a note here about a Mr.——

(At this point Senator Goldwater retired from the hearing room.)

The CHAIRMAN. In your statement here you say:

Shortly after May 18, 1955, there began a campaign of violence, sabotage, and terror against us and our employees and the following incidents are illustrative of this campaign.

Mr. GILBERT. Yes, sir.

The CHAIRMAN. Then you list 17.

Mr. GILBERT. Seventeen attacks.

The CHAIRMAN. I will let you comment upon them if you like. Without reading them, the list of 17 in the prepared statement may be inserted in the record at this point as a part of the witness' testimony.

Now, if you want to comment on any of the 17, you may do so.

Mr. GILBERT. On the morning of May 18, Mr. Chandler called Mr. Scales, who is vice president and general manager of Brown Ex-



press, who told him that they had been served with a letter by the union that was the same as the letter Alamo Motor Lines received and Mr. Scales said that all interchange of freight with us would cease and they would not accept any freight.

On May 18, Mr. Chandler also contacted Mr. Fulger, of East Texas Motor Freight; Mr. Wayne Neill, terminal manager for Lee Way Motor Freight; Jack Chaney, the office manager; and Roy McCracken, the dock foreman for Southern Plaze Express; Phil Orts, the terminal manager for Sunset Motor Lines; Mr. Ned Secrests, the terminal manager for Yellow Transit, and the story with them was the same as with Alamo Express and Brown Express.

We were told that they would not accept any of our freight and they would not exchange or interline any freight to us.

After May 18, we tendered freight to all of these carriers from time to time, but this situation lasted until after November 25, 1955, when the district court at Dallas issued a restraining order against the union and the trucklines against enforcing or applying the "hot-cargo" clause.

Shortly after May 18, 1955, there began a campaign of violence, sabotage, and terror against us and our employees, and the following incidents are illustrative of this campaign:

1. On May 26, 1955, at about 2 a.m., Wood Monkhouse, one of our drivers, was driving a truck and trailer from Hondo, Tex., to San Antonio, Tex., on Highway 90. About 12 miles out of San Antonio a car approached Wood Monkhouse going in the opposite direction. Some hard object was projected or hurled from the approaching car which hit the left windshield of Monkhouse's truck, making a small hole through the glass and shattering a large area around the hole.

2. On May 30, 1955, at approximately 10 p.m., Antonio R. Barajas, one of our drivers who was driving one of our trucks, was about 2 miles south of Cotulla on Highway 81. He was approached by a car coming from the opposite direction at a slow rate of speed with lights dimmed.

Shortly before the car passed the truck someone within the car threw a flaming bottle at the truck and trailer. This flaming object hit the mirror on the left-hand side of the cab of the truck, broke the mirror glass, and bounced off and hit the trailer.

3. On or about June 1, 1955, at about 11:30 p.m., about 6 miles south of George West on Highway 281, Sam Garcia, Jr., and Eddie Lee Balli, two of our drivers, were driving and riding, respectively, in the regular course of their duties. A car approached from the opposite direction and a flame bomb was thrown at plaintiff's tractor.

It missed the tractor, but hit the nose of the trailer, making a dent in the trailer. Where it hit, it left bits of glass and a liquid which smelled like diesel fuel or kerosene.

4. On or about June 9, 1955, at about 9:20 p.m., Antonio R. Barajas, one of our drivers, was driving one of the trucks across Black Creek Bridge, about 2 miles north of Moore, Tex., when a car approached from the opposite direction and cut off its lights. Immediately thereafter a hard object thrown from the car hit the left-hand mirror of the cab of the truck and damaged it.

5. On or about June 17, 1955, at approximately 9:30 p.m., Antonio R. Barajas, one of our drivers, accompanied by Jesse Caballero, another of our line drivers, who was on a run to Laredo from San

Antonio, was about 3 miles south of Van Ormy. A car approached him going in the opposite direction and just as the car passed a flaming object was thrown from the car, hitting the hood of the truck and bouncing back and hitting the trailer.

6. On June 16, 1955, Eddie Lee Balli, one of our line drivers, was making a run from McAllen to San Antonio, and at approximately 10:30 p.m., he was traveling between Whitsett and Campbellton on Highway 281. A car came toward him from the opposite direction and when it was nearly opposite him a man in the rear seat of the car stuck his arm out of the window and threw a hard object.

The line driver swung his truck completely off the highway in order to avoid this object. The object, apparently a large rock, hit the hood of the tractor, the side panel of the left hand of the tractor, the left view mirror, and then hit the trailer.

The object made a dent in the hood and side panel, bent the mirror bracket and made a dent in the stainless steel trailer about 3 inches deep and 7 inches across.

7. On June 18, 1955, at about 12:30 a.m., Clarence Passon, one of our drivers, who are making a run from Corpus Christi to San Antonio, was approximately 2 miles north of Leming, Tex. Just as he topped a small rise a new model green Oldsmobile approached him going in the opposite direction and a flaming object was thrown from that car at his truck. The burning object struck the front of the truck.

8. On June 23, 1955, at about 9:30 p.m., a person by the name of Victor Lang, a member of the Teamsters Union, was in a beer parlor on East Mitchell Street, San Antonio, Tex., and at about 9:30 p.m., was seen there by Clarence Passon, one of our drivers. He was in the company of four other men who answered to the names of Brown, Andy, Maxie, and Jack Duncan, all of whom are believed to be members of the Teamsters local. Victor Lang and these men were discussing SMT lines. Victor Lang said, "We really will have a good deal when Alamo Motor Lines gets SMT."

Alamo Motor Lines at that time was owned and controlled by the Teamsters Union. Lang boasted that other motor freight lines not having contracts with the Teamsters were going to get the same treatment that SMT was getting.

9. On June 23, 1955, at a local beer tavern in San Antonio, a Mr. Briones, a member of the Teamsters Union, threatened Pedro Palacies, one of our employees and told him, in substance, that either SMT and its employees would sign up with the Teamsters or we would be forced out of business.

10. On the evening of June 23, 1955, Guadalupe B. Carrillo, one of our employees, had a violent argument with the same Briones mentioned above in the San Antonio beer tavern because of Carrillo's refusal to join the Teamsters.

In order to avoid trouble the employee left this tavern and went to another tavern where two men immediately approached him and demanded that he join the Teamsters. He refused and left. As he walked toward his car he was assaulted and severely beaten by an assailant he did not see clearly enough to identify.

11. On July 7, 1955, Pancho Salas, one of our line drivers, accompanied by Max Segovia, another of our line drivers, was making a run from Corpus Christi to San Antonio. At about 11:30 p.m., he was

12 miles north of Pleasanton on Highway 281. There were no other cars on the highway except one car approaching from the north. Just as the car passed a rock approximately 6 inches across was thrown through the windshield of the truck.

Pancho Salas was hit by the broken glass in his eyes and face and blinded temporarily. His right eye had glass imbedded in it. Max Segovia received a cut on his head which required that stitches be taken.

12. Early in the morning of July 8, 1955, at about 3:30 a.m., Sam Garcia, Jr., one of our drivers, who was making a run from San Antonio to Laredo found himself about 12 miles south of San Antonio on Highway 81. An individual in a car coming from the opposite direction threw a large rock approximately 6 inches in diameter and 3 to 5 inches deep in the cab of our truck. It hit the top of the cab with terrific impact and noise. Had it hit the windshield it could have killed the driver.

13. On July 15, 1955, John B. Morton, a dock foreman for SMT at San Antonio, was driving to his home after work about 9 or 10 p.m., and he was forced to the curb by a car with four men in it. One of the men was Bobby Smith, a member of the Teamsters and an employee of Alamo Motor Lines.

Two of the men came over to him, called him a "scab," and Bobby Smith told him to quit SMT or get out of town. He was told that he could not work in San Antonio any more and Bobby Smith said, "The union is going to get SMT so you better leave now or you won't have a chance to stay on the job."

Bobby Smith also told John B. Morton that "they" would get him sooner or later.

14. On July 16, 1955, about 5 or 6 p.m., John B. Morton, dock foreman for SMT at San Antonio, was in the Rosalita Cafe in San Antonio, located on the corner of Highland Boulevard and Roosevelt Street. He was approached by Bobby Smith, a member of the Teamsters employed by Alamo Motor Lines, and another man. Bobby Smith called him a "damn scab," and cursed him loudly in the presence of other people in the cafe. Both men threatened to drag him outside and beat him up. They called him names which I do not want to quote.

Morton called the police for protection, and when the policemen came to escort him outside, Bobby Smith and another man were still just outside the cafe. Bobby Smith cursed Morton again and told him in the presence of the policeman that he, Smith, would "get" him.

15. On July 26, 1955, Antonio R. Barajas, one of our drivers, was making a run from San Antonio to Laredo. At approximately 2:30 a. m., when he was halfway between Millett and Gardendale on Highway 81, he was shot at two times. The bullets entered his left front fender near the headlight, one passing out of the rear of the fender, and the other hitting the steering column and deflecting into the floorboard. The holes made by the bullets were similar in size to those made by a 30-30 caliber rifle shell. Had the bullets hit him he could have been killed.

16. On July 27, 1955, Sam Garcia, Jr., a line driver for SMT was making a run from San Antonio to Harlingen, Tex. When he was about 4 miles south of Alice, Tex., sometime between 2 and 3 a.m., he



was shot at three times. One of the bullets disabled his truck so that he was unable to continue driving it and had a hitchhike to Alice, Tex.

The highway patrol discovered that a bullet had gone through the radiator just left of the center, knocking an inch or an inch and one-half hole in the radiator and tearing out the timing gear case.

It was necessary to take the tractor on to San Antonio and have it dismantled. A rifle bullet slug, or a part thereof, was found in the oil pan.

17. On the night of Thursday, August 18, 1955, three of our delivery trucks at the McAllen terminal was set afire and the McAllen fire chief, who investigated the fire, found that either kerosene or diesel fuel had been poured on the ground underneath the trucks and then set afire.

There have been other acts of sabotage, some of which I have not recorded the dates when they took place, several radio cables and wires were cut, as well as ignition wires on our pickup and delivery trucks, dirt and gravel has been found in the gas tanks and motors, several windshields on trucks parked on our lot at the San Antonio terminal have been broken.

On 1 occasion 38 tires had holes drilled in them in 1 night. We found the trailer hitch disconnected and the light wires cut on one of our trucks.

I have had many anonymous and disturbing telephone calls and I finally had to have restricted numbers in my home telephone.

Mr. KENNEDY. Could I just ask you in summary, there were arsons, were there not?

Mr. GILBERT. Yes, sir.

Mr. KENNEDY. There was dynamiting?

Mr. GILBERT. No, sir.

Mr. KENNEDY. Attempting dynamiting?

Mr. GILBERT. Well, I would get threats and scared to death all the time.

Mr. KENNEDY. Did you ever find any dynamite on any of your property?

Mr. GILBERT. No, sir; I did not.

Mr. KENNEDY. Were there shootings?

Mr. GILBERT. Yes, sir.

Mr. KENNEDY. At your trucks?

Mr. GILBERT. Yes, sir.

Mr. KENNEDY. And there were objects thrown into your trucks as they drove by; is that right?

Mr. GILBERT. A fast moving car, moving in the opposite direction from our trucks, would throw these flaming objects and rocks at our equipment, going in the opposite direction.

The CHAIRMAN. You have pretty well described them as you set them in these 17 items, have you?

Mr. GILBERT. Pretty well, sir.

Mr. KENNEDY. Although there were no dynamitings of your place of business during the same period of time, some of the other truck-owners experienced dynamiting?

Mr. GILBERT. Yes, sir.

Mr. KENNEDY. And they were adjoining, very near your property?

Mr. GILBERT. One of them was adjoining my property.

(Mr. KENNEDY. We will be going into that later, Mr. Chairman.

Mr. GILBERT. I have an exhibit here I would like to show for one thing.

The CHAIRMAN. Is that on item 5?

Mr. GILBERT. Well, item 5, I added something to this. I would like to read it and then I would like to tell you what I have added to it.

The CHAIRMAN. All right.

You do not need to read item 5, just add what you have written there.

Mr. GILBERT. Well, the drivers—as they were all armed with rifles for protection—the drivers stopped the truck and trailer and fired three shots at this car. They seemed to attack our equipment in little rolling hills.

I would like to make that statement.

The CHAIRMAN. All right.

Mr. GILBERT. On No. 11 I would like to make a statement on that, please, sir.

The CHAIRMAN. All right, on item No. 11.

Mr. GILBERT. Shall I read it?

The CHAIRMAN. You do not need to read item 11. Just add what you wish to it.

Mr. GILBERT. I have an exhibit I would like to show. I brought it along as an afterthought here. I brought it all the way from Texas.

This is a rock that was thrown in our windshield and hurt both of those boys.

The CHAIRMAN. Is that with respect to item 11?

Mr. GILBERT. Yes, sir.

The CHAIRMAN. Let the rock be made exhibit No. 15 for exhibit only. It can't be placed in the record.

(Rock was made exhibit No. 15 for reference and may be found in the files of the select committee.)

Proceed.

Mr. GILBERT. I would like to say after this July 7, after the two boys got hurt, I was around in the hospital with them all night. The next morning I saw Mr. Shafer. He came up to me and said, "Good morning, Mr. Gilbert."

"Good morning, don't you speak to me, Mr. Shafer."

"What is the matter?"

"I have two boys hurt last night and you know it. I want to tell you one thing, I have one son and he is driving those trucks sometimes at night. If that boy is maimed in any way, I am not going to ask nobody any questions. I am going to come down there and do something to somebody. I am going to get somebody."

I don't know if I am supposed to say that, but that is the statement I made.

We didn't have any more rock throwing; we didn't have any more fire bombs.

The CHAIRMAN. After you told him if any more of that happened you would get somebody, if they hurt your boy?

Mr. GILBERT. Yes, sir.

Senator CURTIS. This rock that is an exhibit, as your truck was going along this was thrown and went through the windshield?

Mr. GILBERT. Yes, sir.

Senator CURTIS. Who were the two employees, this Pancho Salas and Max Segovia?

Mr. GILBERT. Pancho Salas was a driver. Max Segovia was a driver. We had two drivers on the truck, trying to save our organization—keep them going. The rock came through the windshield, low down, and struck Salas beside the head, hit the back of the cab and then glanced off on Segovia and we had to take several stitches on the side of his head from this rock.

Senator CURTIS. Was this the situation when these other trucklines applied the hot-cargo clause to you and boycotted you, you did not have enough business to keep all your workers on the job, so you would send two on one job?

Mr. GILBERT. They were old employees and I tried to keep them with me in the organization.

Senator CURTIS. That was the reason you were sending two of them?

Mr. GILBERT. Yes, sir.

Senator CURTIS. How long were they in the hospital?

Mr. GILBERT. One boy was off the job for about 10 days an account of glass getting in his eyes. The boy that had the cut was just stitched up. He was out the next day at noon.

Senator CURTIS. Now, the man that you talked to after this as Shafer of the Teamsters Union?

Mr. GILBERT. Yes; he is the boss of the Teamsters in San Antonio

Senator CURTIS. The local?

Mr. GILBERT. Yes, sir.

Senator CURTIS. Did he deny or do anything about this attack.

Mr. GILBERT. I didn't give him a chance to deny. I told him we knew about it. I think he knew about it.

Senator CURTIS. Did he say anything?

Mr. GILBERT. He said, "What is the matter, Mr. Gilbert?" I just told him what I wanted to and went on.

Senator CURTIS. But he didn't deny it?

Mr. GILBERT. No, sir; he didn't deny it.

The CHAIRMAN. Proceed.

Mr. GILBERT. I would like to read No. 15, if you don't mind.

The CHAIRMAN. It is in the record, but you may.

Mr. GILBERT. I would like to add to it.

The CHAIRMAN. All right.

Mr. KENNEDY. This is where a man was shot at; is that right?

Mr. GILBERT. Yes, sir.

Mr. KENNEDY. And two bullets entered his left fender?

Mr. GILBERT. That is right.

The CHAIRMAN. All right, you may add to it.

Mr. GILBERT. One of the bullets hit the steering column and deflected into and through the floorboard, spraying lead into his right arm. He had about three places where lead was sprayed into his arm.

Senator CURTIS. Were these instances reported to police officers?

Mr. GILBERT. Yes, sir; we appealed to everybody in the State.

Senator CURTIS. Did they conduct any investigation of these acts of violence?

Mr. GILBERT. Yes, sir.

Senator CURTIS. Was anyone ever arrested and convicted?



Mr. GILBERT. Several have been arrested. I understand there are several indictments pending or whatever you call it.

The CHAIRMAN. Pending now?

Mr. GILBERT. Waiting for trial or something.

Senator CURTIS. Did you feel you had gotten adequate police protection?

Mr. GILBERT. Well, there are some of those people and it was at night, those attacks were at night, I would report it to the local officers. The citizens finally became worked up over it, fathers, sons, and families of my drivers appealed to me and to the Governor, the Attorney General of Texas, and finally the head of the department of public safety sent some rangers over there to investigate.

I will say this, when the Texas Rangers started making the rounds over my highways and actually investigating and did pick up 2 or 3 and questioned them, this shooting stopped.

The CHAIRMAN. It is very easy for them to respect the Texas Rangers.

Mr. GILBERT. Yes, sir; they do.

The CHAIRMAN. Proceed.

Mr. GILBERT. One that the Rangers checked, investigated, was No. 17, where I had 3 trucks set afire down in McAllen, Tex. That seemed to have disturbed the boys and they left that lower country, they left the valley.

There was a bunch of them in the valley at that time. After that fire was set under my trucks they got out of the valley.

Senator CURTIS. You mean these Teamsters groups?

Mr. GILBERT. Yes.

Senator CURTIS. Do you know the names of any?

Mr. GILBERT. Shafer, it is my understanding that Shafer was in the valley. And a fellow by the name of Suttle, from east Texas or Louisiana, was in the valley at the time.

The CHAIRMAN. In the valley?

Mr. GILBERT. Yes, sir; lower Rio Grande Valley of Texas.

The CHAIRMAN. I am trying to get my bearings; proceed.

Mr. GILBERT. I would like to state that there have been other acts of sabotage which I have not recorded as to the dates when they took place. Several of our radios were damaged, cables, wires, and things were cut as well as ignition wires on our pickup and delivery trucks.

The dirt and gravel was found in our gas tanks and motors.

Several windshields on trucks parked on our lot at the San Antonio terminal were broken.

As closely as I watched my personal car it got doped. On one occasion some marijuana cigarettes were planted on one of my employees' cars one night, and I can't help but think they meant that for my son.

One night there were 38 tires with holes drilled in them. It looked like they had been drilled with a half-inch drill possibly, it looked like a brace and bit, wood bit, they way they jerked out the rubber and fabric.

One tire was found with part of a  $\frac{3}{8}$ -inch drill broken off. We found several trailer hitches disconnected, light wires cut in other trucks.

The CHAIRMAN. You have had many anonymous disturbing telephone calls?

Mr. GILBERT. Yes, sir.

The CHAIRMAN. You finally had to restrict your home telephone number?

Mr. GILBERT. I did, sir.

The CHAIRMAN. Proceed.

Mr. GILBERT. We have a 200-foot radio tower down there. I would get calls, saying "Mr. Gilbert," friendly calls, "They are going to do this to you, or they are going to do that to you."

Employees, former employees' wives, would slip around and would call us. Their husbands would hear some things that they were going to do to the Gilberts, like cutting these cables, putting acid. If they would cut those cables and have that tower fall that could kill a lot of people.

Senator CURTIS. Where would they get this information? Would it be talked down at the union hall, or where the Teamsters men would congregate?

Mr. GILBERT. That is my understanding; yes, sir. A lot of these calls we would get were pretty rough, threats and every other thing.

The CHAIRMAN. I notice here you have financial loss caused by hot cargo listed here for different dates. Do you have those sheets?

Mr. GILBERT. Yes, sir.

The CHAIRMAN. You show here losses. Are these on separate sheets, A, B, C, and D, and so forth?

Mr. GILBERT. I didn't number them, but I have them.

The CHAIRMAN. You have the losses? They may be inserted at this point as exhibit No. 16.

(Document was marked "Exhibit No. 16" for reference and may be found in the files of the select committee.)

The CHAIRMAN. About what is the aggregate of your losses? Let us get it this way, first: What do you regard the aggregate of the damage done to your property, physical damage, damage done to your property, trucks, and so forth, by this vandalism? How much did that total?

Mr. GILBERT. Of course, we naturally charged it to maintenance; it was an enormous sum.

Over the years we had worked up a very good rate on our insurance rate. I think we were operating on 56 percent under the manual. It takes a lifetime to get a rate like that, to build up and get a credit rating like that.

Our insurance company was trying to cancel out on us. They stayed with us until the end of the term of that policy and did cancel out and then when we did buy insurance from another company it cost us 10 percent more. We gained back about 2 to 4 percent of it.

The CHAIRMAN. That is not the point. What do you estimate—you are in a better position than anyone else, I know it cannot be accurate—of all this vandalism. How much did the damage come to in dollars and cents according to your best judgment?

Mr. GILBERT. Damage on freight?

The CHAIRMAN. No, sir; just trucks and property first.

Mr. GILBERT. I would say ten or fifteen thousand dollars.

The CHAIRMAN. How much did you suffer in damage from loss of prospective business, your freight income, revenue, from your business?

Mr. GILBERT. I would say, I can't make up these losses in 10 years with good luck. I would say a good million dollars these losses have caused me in my operation.

The CHAIRMAN. Profits from your business?

Mr. GILBERT. Yes.

The CHAIRMAN. In other words, if this had not occurred and your business had continued on the historical rate of progress you were making, it would have cost you at least a million dollars in profits?

Mr. GILBERT. Yes, sir.

The CHAIRMAN. Over a period of how many years?

Mr. GILBERT. Well, I would say, if nothing else happens, if we go ahead and we get an injunction in the State courts, with good luck I would say this thing has cost us a good million dollars.

The CHAIRMAN. Over what period of time, from 1954 to 1958?

Mr. GILBERT. You see, from 1954—even now we are operating—

The CHAIRMAN. I understand.

Mr. GILBERT. I feel if this had not occurred we would be doing two or three times more business than we are doing today.

The CHAIRMAN. That is from 1954 up until now?

Mr. GILBERT. Yes, sir.

The CHAIRMAN. And what you anticipate it will be before you can recover?

Senator CURTIS. To boil it down, the reason for all of this, in your opinion, is because you would not sign a contract putting your drivers into the Teamsters Union when they didn't want to go in; is that right?

Mr. GILBERT. That is correct.

Senator CURTIS. Now, at any time in your opinion, have the Teamsters represented a majority of your drivers?

Mr. GILBERT. They have not.

Senator CURTIS. How many elections have you had?

Mr. GILBERT. Only one.

Senator CURTIS. And at that time they only got four votes?

Mr. GILBERT. Yes, sir; that was in 1953.

Senator CURTIS. Have the Teamsters at any time asked for an election?

Mr. GILBERT. Not since then; no, sir.

Senator CURTIS. They agreed to that one?

Mr. GILBERT. Yes, sir.

Senator CURTIS. You were the first one to propose that, were you not?

Mr. GILBERT. Yes, sir.

Senator CURTIS. They got licked and only got four votes and since that time they have never asked for one?

Mr. GILBERT. No, sir.

Senator CURTIS. They have carried on this armed conflict with rocks, guns, gasoline, setting fires, and so on?

Mr. GILBERT. Yes, sir.

Senator CURTIS. How about these companies that boycotted you? In your opinion, were all of these unionized transportation companies and warehouses that refused to turn over freight to you, were they willing participants, do you think?



Mr. GILBERT. Well, some of them will tell you yes, but they would blame it on their drivers, their union contract, which had the hot-cargo clause.

Senator CURTIS. Were there any instances there where a shipper had sent some freight and had labeled it, or otherwise directed it over your specific routes that they would not give you?

Mr. GILBERT. Thousands of times.

Senator CURTIS. Still they would not give it to you?

Mr. GILBERT. Would not give it to me.

Senator CURTIS. They went along from 1954 up to the present time?

Mr. GILBERT. The hot cargo was applied in the middle of May and we got a restraining order in the State courts, in the early part of December.

Senator CURTIS. Of what year?

Mr. GILBERT. 1955.

Senator CURTIS. Then has there been a boycott since 1955?

Mr. GILBERT. Since we have had this restraining order they have had to accept our freight. It was served papers by the court.

I will say this: we sure have to fight to get our freight from them even now. You know, they cooperate with us 5 percent or 10 percent. The court says they are supposed to cooperate with you and give you freight, but you still can't make them.

I definitely think if it had not been for all this trouble we would be hauling two or three times the freight we are hauling today.

Mr. KENNEDY. That is all, Mr. Chairman.

The CHAIRMAN. Let the last three paragraphs of his prepared statement on page 14, giving the earnings and losses over different periods of time, be inserted in the record at this point, beginning with "An examination of these statements will show," and ending with the last line, "hot-cargo clause against us is still in effect."

Let that be inserted in the record at this point.

(The portion of the prepared statement referred to is as follows:)

An examination of these statements will show that for the first 6 months of 1954, before the labor trouble started in September, we had a profit of \$1,262, resulting in a loss for the year 1954 of \$22,450. We just about broke even during the first 5 months of 1955—we had a profit of \$1,313—before the hot-cargo clause was applied against us on May 18, 1955, and for the last 7 months of 1955 we sustained an operating loss of \$37,838.72, which resulted in a 12-month loss of \$36,525.72.

It will be noted that in the year 1956, after the temporary restraining order was issued by the district court in Dallas, we operated at a profit of \$6,232.73, and in 1957 operated at a profit of \$34,443.49. For the first 9 months of 1958 we operated at a profit of \$71,661.

The temporary restraining order issued in the Dallas district court against the Teamsters and the trucklines with Teamsters' contracts from applying the hot-cargo clause against us is still in effect.

The CHAIRMAN. Now, Mr. Gilbert, if you wish to make any further comment, proceed.

Mr. GILBERT. If something happens in the Dallas court and we don't get an injunction, and if all of this counterdeal is not lifted, we will be back where we started. I will say that somebody has to definitely do something about it.

The CHAIRMAN. Did they ever represent to you that they had a majority of your people signed up?

Mr. GILBERT. No, sir; they did not.

The CHAIRMAN. This whole pressure, vandalism, violence, coercion, intimidation, was solely to compel you to sign a contract placing your employees in a union that they had not selected of their own choice?

Mr. GILBERT. That is right, sir.

The CHAIRMAN. Did any committee of your employees ever come to you and urge you to place them in a union?

Mr. GILBERT. No, sir.

The CHAIRMAN. This is all external pressure from a labor organization from the outside and not from your employees?

Mr. GILBERT. Yes, sir; that is correct.

The CHAIRMAN. Is there anything further?

Senator CURTIS. I have another question.

Now, I am not confining this to any one place like McAllen, San Antonio, or any place else, but in the whole area in which you are operating, do you know the names of the Teamster leaders or representatives that were in there and had something to do with directing this attack against you? You don't need to know exactly what their title was or job, but do you know some of these Teamster people who were doing this to you?

You have mentioned Mr. Shafer of the local union. Now, were there people in there from the outside, either officers or representatives or goons?

Mr. GILBERT. Well, there was for a time, Mr. Bob Kimbrell, in that country.

Senator CURTIS. Did you learn where he was from?

Mr. GILBERT. No, sir. He came there and stated he represented the international.

Mr. Dixon came in there one time.

Senator CURTIS. Do you know his full name?

Mr. GILBERT. No, sir; I don't, offhand.

Senator CURTIS. Any others?

Mr. GILBERT. He represented himself as being from the international, I believe out of Tennessee somewhere.

Senator CURTIS. Who else was in there?

Mr. GILBERT. Mr. Suttle. Whether he came from Louisiana or Beaumont, I don't know.

Mr. Teague was in there from time to time. I have heard a lot of them being in there that I didn't know.

The CHAIRMAN. How about Dusty Miller?

Mr. GILBERT. I never did see him personally. I heard of him being there several times.

Senator CURTIS. Were there individuals in there from the Teamsters Union whose names you don't know, who are around there?

Mr. GILBERT. Yes, sir; there was.

Senator CURTIS. To your knowledge, were any of your employees ever threatened or intimidated or talked to by these Teamster officials?

Mr. GILBERT. I was from time to time getting reports from my employees stating that the Teamster officials, Teamster members, had contacted them. Some in some cases threatened them; some of my boys got whipped.

Senator CURTIS. Where would that take place?

Mr. GILBERT. Maybe in some little cafe or beer joint or something of that sort, I guess.

Senator CURTIS. Some of your employees were assaulted?

Mr. GILBERT. Yes, sir.

Senator CURTIS. Did any of them ever complain that they were tormented at home, either by telephone calls or otherwise?

Mr. GILBERT. We have gotten several notices of that, too; yes, sir.

Senator CURTIS. Did any of the wives or other members of the family of your employees make complaints as to harassment by organizers?

Mr. GILBERT. In two cases wives did; yes, sir.

Senator CURTIS. Your employees remained loyal to you and wanted to continue to work without a union?

Mr. GILBERT. I never lost a road driver.

Senator CURTIS. I believe you said you have really had more men than needed because you wanted to hold your people and provide them with jobs; is that right?

Mr. GILBERT. Yes, sir; they had been with us for so many years.

Senator CURTIS. I think that is commendable.

The CHAIRMAN. All right, sir. Thank you very much.

Mr. GILBERT. I would like to make a statement. I hope that if I do my boys dirty, I hope the good Lord strikes me down because they have stayed with me and I am thankful and grateful.

The CHAIRMAN. All right, thank you very much.

Call the next witness.

Mr. KENNEDY. Mr. Chairman, Mr. Gilbert's testimony bears directly on the question of the hot cargo and the so-called boycott. He has also in his testimony gone into the violence that took place in connection with enforcing the boycott and the hot-cargo clause.

We had an investigator go down into Texas, and with the cooperation, help, and assistance of the Texas Rangers, particularly Mr. Zeno Smith, who has been with the Texas Rangers a good number of years, and who had conducted an intensive investigation into the cause of the violence, we were able to come across some evidence indicating who was responsible for the violence.

I would like to call as our first witness in connection with that, Mr. Buck Owens, but while we hear Mr. Owens' testimony, I would like you to understand that the information that we have in connection with this was first acquired by the Texas Rangers, and that the testimony that we will have is only because of the cooperation and help that Mr. Smith and the Texas Rangers have given the committee.

The CHAIRMAN. Do you solemnly swear that the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. OWENS. I do.

### TESTIMONY OF BUCK OWENS

The CHAIRMAN. Be seated. State your name, your place of residence, and your business or occupation.

Mr. OWENS. My name is Buck Owens. I live in Odessa, Tex.

Senator CURTIS. You live where?

Mr. OWENS. Odessa, Tex.

I am an assistant shop foreman for United Concrete Pipe.

Mr. KENNEDY. Mr. Owens, as I said to you in the beginning, we in the North will have trouble understanding you. Could you tell us what your job is again?



Mr. OWENS. Assistant shop foreman for United Concrete Pipe Corp. in Odessa, Tex.

The CHAIRMAN. Odessa, Tex.

Mr. OWENS. Yes, sir.

The CHAIRMAN. Pull that mike up a little closer to you. It will be helpful.

You waive counsel, do you?

Mr. OWENS. Yes, sir; I do.

The CHAIRMAN. Proceed.

Mr. KENNEDY. Mr. Owens, you have lived in Texas all your life; is that right?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. You have worked around various jobs?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. What particularly have you been doing over the period of the last 10 or 15 years?

Mr. OWENS. The last 10 or 15 years I have worked round the union, for the union.

Mr. KENNEDY. What union, common laborers?

Mr. OWENS. Common laborers, Teamsters, operating unions.

Mr. KENNEDY. During 1954, did you become associated with a man by the name of Bob Kimbrell?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. K-i-m-b-r-e-l-l?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. He was with the Teamsters Union at that time, or with the Operating Engineers?

Mr. OWENS. With the Operating Engineers.

Mr. KENNEDY. He was an organizer for them in Odessa, Tex.?

Mr. OWENS. That is right.

Mr. KENNEDY. Now, in the fall of 1954, he moved to San Antonio, Tex.?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. He became an organizer for the Teamsters Local 657?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. In Odessa, Tex.

Now, did you also move to San Antonio, Tex.?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. First, you had been working for the common laborers in Austin, Tex.?

Mr. OWENS. Yes, sir, for 3 weeks.

Mr. KENNEDY. Then you went to San Antonio. At that time you met Mr. Kimbrell?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Also, during this period of time, you met a man by the name of Springer?

Mr. OWENS. That is right.

Mr. KENNEDY. He was related to Mr. Kimbrell?

Mr. OWENS. Yes, sir; he was Mr. Kimbrell's nephew.

Mr. KENNEDY. His name will arrive later on during the course of your recitation of the facts, Mr. Owens.

Did Mr. Kimbrell introduce you to any Teamster official?

Mr. OWENS. Yes, sir; to a man by the name of Raymond C. Shafer.

Mr. KENNEDY. What was Mr. Shafer's position at that time?

Mr. OWENS. He was in charge, the business head over the Teamsters in San Antonio, Tex.

Mr. KENNEDY. He was the biggest Teamster official in San Antonio?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Did Mr. Shafer have any conversations with you at that time about the trouble he had been having with Roy Gilbert's truck company?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. What did he say was the difficulty?

Mr. OWENS. He just said they had a picket line on SMT Motor Lines and they were having difficulty trying to get Mr. Gilbert to sign a contract with the union.

Mr. KENNEDY. Did he talk to you at all about what might be done in order to get SMT to sign a contract?

Mr. OWENS. Yes, sir; he said the only way they could get the SMT to sign a contract would be to destroy the property, their trucks or anything that belonged to the SMT Motor Lines.

Mr. KENNEDY. To destroy their trucks and property?

Mr. OWENS. Yes, sir.

Senator CURTIS. Now that is what Shafer told you?

Mr. OWENS. Yes, sir.

Senator CURTIS. That was soon after you went to work for him?

Mr. OWENS. That was actually before I went to work for him.

Mr. KENNEDY. Before, just in the course of conversation?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Now, in your presence did he speak to Mr. Springer, the nephew of Mr. Kimbrell? Did he speak to him about going to work, about getting a job with the SMT?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. What was the purpose of his getting a job there?

Mr. OWENS. We wanted Mr. Springer to go into the SMT Motor Lines for the purpose of finding out the layout of the building, or to try to find out how to destroy merchandise, freight, with acid, pouring acid on the freight and ruining the freight and also to find out how would be the best way to bomb the building, blow it up, or burn it.

Mr. KENNEDY. Did you hear him make these arrangements with Mr. Springer?

Mr. OWENS. I did; yes, sir.

Mr. KENNEDY. Did Mr. Springer in fact go to work?

Mr. OWENS. Yes, sir; he sure did.

Mr. KENNEDY. He went to work for them for a very short time?

Mr. OWENS. A very short time.

Mr. KENNEDY. Did he ever speak to you about you participating in the destruction of any of the property of the SMT?

Mr. OWENS. Yes, sir; on several occasions.

Mr. KENNEDY. What did he want you to do?

Mr. OWENS. Well, he wanted me to wreck trucks.

Mr. KENNEDY. How were you to wreck trucks?

Mr. OWENS. To throw bombs into the windshields of oncoming trucks or rocks, or anything that would go into the windshield; or

hand grenades, magnetic hand grenades, and stick them on the side of the truck.

They would be driving down the road and it would blow up and explode.

Mr. KENNEDY. That is a special kind of hand grenade?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Did he speak to you about obtaining any dynamite?

Mr. OWENS. Yes, sir; he sure did.

Mr. KENNEDY. What did he say to you about getting the dynamite?

Mr. OWENS. He asked me if I knew where I could get some dynamite. I told him I thought I did. He said that he wanted it to blow up the SMT Motor Lines.

Mr. KENNEDY. He spoke to you about wrecking the trucks, using the hand grenades, throwing the bottle or rocks through the truck windows and about getting the dynamite. Did he speak to you of anything about the use of acid?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. What did he say about the acid?

Mr. OWENS. He said he had some acid—and which he did have, I saw it—that he wanted used on the merchandise of the SMT Motor Lines.

He also wanted to take and get one of the employees some night and knock him in the head and write across his forehead.

Mr. KENNEDY. Write across his forehead with the acid?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Did he speak to you at all about the use of the guns, about shooting anyone?

Mr. OWENS. Yes, sir. He said he—he first wanted me to, he spoke to me and told me that the only way we were going to get a contract, it looked like, was shoot Roy Gilbert.

He said “I have a rifle in Louisiana.” He said it had a silencer. There was shrubbery and trees around Mr. Gilbert’s home and a person could get in there and shoot him and kill him and they would never hear the shot.

Senator CURTIS. Who was he going to shoot?

Mr. OWENS. Roy Gilbert, of the SMT Motor Freight Lines.

Senator CURTIS. The man who just testified?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. He said he had a gun in Louisiana with a silencer that could be used for that purpose?

Mr. OWENS. Yes, sir; he did.

Mr. KENNEDY. And there was shrubbery around Mr. Gilbert’s home so you could get very close?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. What did you say to that?

Mr. OWENS. I told him I would not do that, that nothing was worth a man’s life.

Mr. KENNEDY. Did he want you to beat anyone up then?

Mr. OWENS. Yes, sir; Mr. Gilbert’s son, the only son he had. He wanted me to beat him up.

Mr. KENNEDY. How much did he say he would pay you for that?

Mr. OWENS. Two hundred dollars plus any financial cost I might have.



Mr. KENNEDY. Did he also talk to you about setting the Lee Way Freight Terminal on fire?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Why did he say he wanted to set that terminal on fire?

Mr. OWENS. Lee Way Motor Freight was giving freight to the SMT Motor Lines and he didn't like that because he had a picket line on the SMT, although Lee Way was still giving freight.

Senator CURTIS. Was Lee Way unionized?

Mr. OWENS. Yes, sir; they were.

Mr. KENNEDY. You say he spoke to you about getting the dynamite. Did you in fact get any dynamite for him?

Mr. OWENS. Yes, sir; I did.

Mr. KENNEDY. Where did you get the dynamite?

Mr. OWENS. Outside of Odessa, Tex.

Mr. KENNEDY. How did you get the dynamite?

Mr. OWENS. I stole the dynamite out of a magazine.

Mr. KENNEDY. From where?

Mr. OWENS. From a powder magazine.

Mr. KENNEDY. Outside of Odessa, Tex?

Mr. OWENS. That is right; yes, sir.

Mr. KENNEDY. How much dynamite did you steal?

Mr. OWENS. Thirty-two cases.

The CHAIRMAN. How much?

Mr. OWENS. Thirty-two cases.

The CHAIRMAN. That is wholesale stealing, is it not?

Mr. OWENS. Something like that.

Mr. KENNEDY. How big is a case of dynamite?

Mr. OWENS. Fifty pounds.

Mr. KENNEDY. How many sticks in a case?

Mr. OWENS. Sometimes there will be maybe a hundred or less. Maybe 10 less or 10 more.

Mr. KENNEDY. Who did you steal it with? Did you steal it by yourself?

Mr. OWENS. No, sir; my father-in-law.

Mr. KENNEDY. Your father-in-law helped you steal it?

Mr. OWENS. C. C. Dayson.

Mr. KENNEDY. What did you do then? Was there any dynamite left after you stole it?

Mr. OWENS. Yes, sir; there was approximately 60 cases left.

Mr. KENNEDY. What did you do?

Mr. OWENS. We blew it off the levee.

Mr. KENNEDY. You blew the rest of the dynamite up?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Why did you do that?

Mr. OWENS. To throw the authorities off of the theft, the dynamite.

Mr. KENNEDY. So they wouldn't know any was missing?

Mr. OWENS. No, sir.

Mr. KENNEDY. After you blew it up, did you hear the explosion?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. How far away were you?

Mr. OWENS. I was approximately 8 miles.

The CHAIRMAN. You set a long fuse to it?

Mr. OWENS. It sure was.

Senator CURTIS. May I ask you, on whose property or premises was this dynamite located?

Mr. OWENS. Sir, the dynamite belonged to T. V. Tripp & Son.

Senator CURTIS. That is a hardware dealer?

Mr. OWENS. No, sir; that is a pipeline company.

Senator CURTIS. A pipeline company.

Mr. OWENS. Yes, sir. And the property belonged to a rancher by the name of E. F. Caylor.

Senator CURTIS. You happened to know where it was?

Mr. OWENS. Yes, sir.

Senator CURTIS. Your father-in-law helped you?

Mr. OWENS. Yes, sir.

Senator CURTIS. How much money did you get paid?

Mr. OWENS. I was paid \$800.

Senator CURTIS. By whom?

Mr. OWENS. By Raymond C. Shafer.

Senator CURTIS. Your father-in-law got money too?

Mr. OWENS. No, sir.

Senator CURTIS. He was just helping you earn the \$800?

Mr. OWENS. Yes, sir.

Senator CURTIS. How did he give you that \$800? Did he give you any check?

Mr. OWENS. No, sir; he gave me seven \$100 bills and two fifties.

Senator CURTIS. Seven \$100 bills?

Mr. OWENS. Yes, sir.

Senator CURTIS. Did he say who provided the money?

Mr. OWENS. Well, sir, I guess he did because he was the one who paid me for the dynamite.

Senator CURTIS. But it was your understanding it came out of his pocket, or did it come out of the union?

Mr. OWENS. Well, no, evidently it must have come out of the union because he said he didn't have that kind of money.

Senator CURTIS. He said he didn't have that kind of money?

Mr. OWENS. That is right.

Senator CURTIS. But he got it and gave it to you?

Mr. OWENS. Yes, sir.

Senator CURTIS. I very seldom see a Teamster representative that doesn't have an armful of hundred-dollar bills.

Mr. OWENS. That is right.

Senator CURTIS. Where do they get it?

Mr. OWENS. Well, sir, like all other racketeering outfits, they have a way of getting it.

Senator CURTIS. That is all.

Mr. KENNEDY. You took the dynamite, and you blew up the rest of the dynamite remaining there, and where did you take the dynamite then?

Mr. OWENS. I took the dynamite to a barn in the back of my mother's home.

Mr. KENNEDY. How many trips did it take?

Mr. OWENS. Two trips.

Mr. KENNEDY. Two trips?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. And you left the dynamite there, did you?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Did you let Shafer know that you had the dynamite?

Mr. OWENS. Yes, sir; I called Mr. Shafer on the morning of the 27th of December.

Mr. KENNEDY. 1954?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. You had stolen this dynamite around Christmas?

Mr. OWENS. On the night of the 26th.

Mr. KENNEDY. The night after Christmas?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. And you called Mr. Shafer and told him that you had the dynamite?

Mr. OWENS. Yes, sir; I did.

Mr. KENNEDY. How did you describe the dynamite at that time?

Mr. OWENS. Well, I told Mr. Shafer that I had some rope and fuse, or I mean some pencils and erasers.

Mr. KENNEDY. What did rope and erases and pencils mean?

Mr. OWENS. Rope, that meant fuse, and erasers meant caps, and dynamite caps, and your pencils meant dynamite.

Senator CURTIS. Where did you get such language?

Mr. OWENS. Well, sir——

Mr. KENNEDY. Is that Teamster language?

Mr. OWENS. Yes, sir.

Senator CURTIS. Is that language that criminals use?

Mr. OWENS. Well, sir, I would say both.

Senator CURTIS. That is a coincidence?

Mr. OWENS. It is the same thing.

Mr. KENNEDY. Then you called him and then what did he say?

Mr. OWENS. He said that he would get someone up to Odessa, to take up the dynamite.

Mr. KENNEDY. Did he get someone?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Who came up to pick it up?

Mr. OWENS. A boy by the name of Buddy Springer.

Mr. KENNEDY. What is that?

Mr. OWENS. W. R. Springer.

Mr. KENNEDY. That is the man you met earlier in San Antonio?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. He brought up a truck?

Mr. OWENS. He brought up a pickup truck.

Mr. KENNEDY. And you piled all of the dynamite in back of the truck?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. And you drove it down to San Antonio?

Mr. OWENS. Yes, sir; we did.

Mr. KENNEDY. Did you have anything in the back of the truck so nobody would know what you had?

Mr. OWENS. Yes, sir; we had a chair and two tricycles.

Mr. KENNEDY. To make it look like you were transporting furniture?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. When you got outside of San Antonio, you called Mr. Shafer?

Mr. OWENS. Yes, sir; I did.

Mr. KENNEDY. And Mr. Shafer came out then; is that right?



Mr. OWENS. That is right.

Mr. KENNEDY. And where did you take the dynamite to?

Mr. OWENS. I took the dynamite to my home in San Antonio.

Mr. KENNEDY. Was Mr. Shafer pleased you had the dynamite?

Mr. OWENS. Yes, sir; he sure was.

Mr. KENNEDY. And you brought it to your home?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. And you left it inside of your home, or the truck, or where?

Mr. OWENS. No, sir; I left it inside the truck, parked in my front yard.

Mr. KENNEDY. Where did you decide to bring the dynamite?

Mr. OWENS. Well, sir, we found a place, and I say "we" meaning Mr. Shafer found the place on Summer Street, San Antonio.

Mr. KENNEDY. You helped him look for the place?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. And whose place did you got to?

Mr. OWENS. To a Mr. Frank Ginsberg.

Mr. KENNEDY. And you rented some storage space from him?

Mr. OWENS. Yes, sir; we did.

Mr. KENNEDY. Did you tell him what your true name was?

Mr. OWENS. No, sir; we didn't.

Mr. KENNEDY. What did you tell your name was?

Mr. OWENS. Offhand, I can't remember what I told him my name was. Mr. Shafer told him his name was Sharper.

Mr. KENNEDY. What did you say you were doing?

Mr. OWENS. We said we were insurance salesmen.

Mr. KENNEDY. Did he become interested in buying insurance?

Mr. OWENS. Yes, sir; he sure did.

Mr. KENNEDY. What did you tell him, that you would send someone around?

Mr. OWENS. We told him we were fixing to leave town, and that we would send another man around, and we were going to send Bob Kimbrey. At the time he was in the insurance business.

Mr. KENNEDY. Did you bring the dynamite back there and store it?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Who brought the dynamite back?

Mr. OWENS. Raymond C. Shafer, Buddy Springer, and myself.

Mr. KENNEDY. Where did you put it, in this room?

Mr. OWENS. Yes, sir; we put it in all of the rooms; we had a lot of it. We put it in the shower, and we put some on the bed, and we had a big cabinet and we put a lot of it in there.

Mr. KENNEDY. Did you have a lock on the door?

Mr. OWENS. Yes, sir; we did.

Mr. KENNEDY. Did you put a special lock on it?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. So that was stored there at the end of 1954, and the first couple of days of 1955?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Did you receive notification that some of the dynamite was to be given to someone else?

Mr. OWENS. Yes, sir; I did.

Mr. KENNEDY. Was that dynamite to be sent to some Teamsters down in Louisiana?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Some Teamster officials in Louisiana needed the dynamite?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Did you have a meeting with them?

Mr. OWENS. Yes, sir; I did.

Mr. KENNEDY. Did you arrange to get an automobile or a truck for them to drive down?

Mr. OWENS. We had an automobile and trailer.

Mr. KENNEDY. And you rented the trailer?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. And how much of the dynamite did they take?

Mr. OWENS. They took approximately 29 cases.

Mr. KENNEDY. They took most of the dynamite.

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Did you help put it in their truck?

Mr. OWENS. Yes, sir; I helped put it in the truck.

Mr. KENNEDY. It was a U-Haul trailer.

Mr. OWENS. It was a U-Haul trailer.

Mr. KENNEDY. Who were these Teamster officials from Louisiana?

Mr. OWENS. There was a boy by the name of R. B. Bunch and a man by the name of Fouts Johnson.

Mr. KENNEDY. That is a nickname, "Fouts," and his last name was Johnson?

Mr. OWENS. Yes.

Mr. KENNEDY. And where did they stay when they were up there to pick up the dynamite?

Mr. OWENS. They stayed at a place called the El Montan Motel.

Mr. KENNEDY. And you turned over the U-Haul truck at the El Montan Motel?

Mr. OWENS. Yes, sir; I did.

Mr. KENNEDY. Is that the evening you were paid?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. You were given \$800?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Did Mr. Shafer say that he was receiving any money for this?

Mr. OWENS. He said that he was keeping \$200.

Mr. KENNEDY. All right. Now you had three boxes of dynamite, is that right?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Was there any discussions later on as to what you would do?

Mr. OWENS. Yes, sir; we decided we had better get the dynamite away from the apartment, and Mr. Shafer suggested that we take it to the mountains somewhere and get rid of it. He asked a boy named Eddie Hass if he knew any place we could get rid of it, and Mr. Hass told him we could get rid of it in Dangerfield, Tex.

Mr. KENNEDY. Prior to that, were you discussing putting a bomb in any of the terminals?

Mr. OWENS. Yes, sir; we were going to put a bomb in the Alamo terminal of Motor Freight Lines.

Mr. KENNEDY. Yes.

Mr. OWENS. And also one on the SMT Motor Lines.

Mr. KENNEDY. Were you going to set a fire also?

Mr. OWENS. We were going to set a fire on the Lee Way Terminal.

Mr. KENNEDY. Did you go around and look at these places and decide where you would put the dynamite?

Mr. OWENS. Yes, sir; we did.

Mr. KENNEDY. And then what arrangements did you make in order to have an alibi?

Mr. OWENS. Well, we were going to Austin, Tex.

Mr. KENNEDY. And do what, or you and who else were going to be involved in putting the dynamite in and setting the place on fire?

Mr. OWENS. Well, a boy by the name of Eddy Haas was going to be involved in it with me.

Mr. KENNEDY. What did you arrange about your alibi?

Mr. OWENS. We were to go to Austin and buy some whisky and get a cash ticket for it and be seen in Austin, and then come back in San Antonio and burn and bomb these places, and then return to Austin.

Mr. KENNEDY. Had Mr. Shafer been in on all of this?

Mr. OWENS. Yes, sir; he was.

Mr. KENNEDY. So on the way back from Austin did you purchase a 5-gallon can of gasoline?

Mr. OWENS. Yes, sir; we purchased a 5-gallon can of gasoline in New Bonnevillle, Tex.

Mr. KENNEDY. You made a bomb out of the several sticks of dynamite?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. And you tied it together with cord from the venetian blind where you had the dynamite stored?

Mr. OWENS. Yes, sir; we did.

Mr. KENNEDY. Then did you go to the Lee Way Terminal?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. And did you set it on fire?

Mr. OWENS. Yes, sir; we did.

Mr. KENNEDY. Poured the gasoline on it?

Mr. OWENS. Yes, sir. Mr. Haas was the one who set it on fire.

Mr. KENNEDY. Did you almost get burned?

Mr. OWENS. Yes, sir; he did. The can got on fire as he was coming back to the car with it, the gasoline can. It still had a little bit of gasoline in it and it caught fire.

Mr. KENNEDY. What did you do with the can?

Mr. OWENS. We drove to the San Antonio River, there is a big large bridge there, and we threw the can over the bridge and drove on to Alamo Freight Lines.

Mr. KENNEDY. What about the SMT? Did you do anything against SMT?

Mr. OWENS. No, sir; we were going to but there was too much light.

Mr. KENNEDY. He had lit it up by that time?

Mr. OWENS. It was almost as bright as this room.

Mr. KENNEDY. At all times?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. So you couldn't get near enough to it?

Mr. OWENS. No, sir; you couldn't.

Mr. KENNEDY. You were going to the Alamo?



Mr. OWENS. Yes, sir.

Mr. KENNEDY. Did you take some of the dynamite then?

Mr. OWENS. Yes, sir; we had taken a bomb with 10 sticks of dynamite.

Mr. KENNEDY. Did you throw it into that place?

Mr. OWENS. Yes, sir; we did.

Mr. KENNEDY. And it did not explode?

Mr. OWENS. No, sir; it did not.

Mr. KENNEDY. Now, as I understand, you say that you crimped the fuze, before you threw it, so it wouldn't explode. Do you want to explain that to the committee?

Mr. OWENS. Yes, there was, and Mr. Shafer told me there were three truckloads of army ammunition, shells and things like that, sitting on the dock, setting by the dock of the Alamo Freight Lines, and he wanted to throw a bomb there, so it would all blow up and just destroy everything. I got to thinking about it and I knew if that happened it would kill women and children which it would have done, and there was heavy traffic on the road, and so I took and I crimped the fuse at three different places so it would not go off.

Mr. KENNEDY. So you threw the dynamite but it didn't go off?

Mr. OWENS. It wasn't intended to go off.

The CHAIRMAN. You took some action in the arrangement of this so you might throw it and yet it wouldn't go off?

Mr. OWENS. I made the bomb myself.

The CHAIRMAN. You thought you had made one that wouldn't go off?

Mr. OWENS. Yes, sir; I knew it wouldn't go off.

The CHAIRMAN. Did you ever get reprimanded for not making a better one?

Mr. OWENS. Yes, sir; I did.

The CHAIRMAN. All right, proceed.

Mr. KENNEDY. What was the reaction the next day, about the bomb not going off?

Mr. OWENS. Well, Mr. Shafer said that the bomb did not go off, but it scared them enough that he thought he would get a contract out of them.

Mr. KENNEDY. Now, did you use the dynamite anyplace else?

Mr. OWENS. Yes, sir; we used the dynamite in Houston, in Texas.

Mr. KENNEDY. In what terminal or what place of business was that?

Mr. OWENS. Sir, it wasn't a terminal, it was some kind of a mercantile building.

Mr. KENNEDY. How much dynamite did you use there?

Mr. OWENS. It was approximately 12 sticks.

Mr. KENNEDY. Did that go off?

Mr. OWENS. No, sir.

Mr. KENNEDY. Why didn't that go off?

Mr. OWENS. The fuse when it hit the sidewalk, the pavement, it broke.

Mr. KENNEDY. So that didn't go off.

Mr. OWENS. No, sir; we didn't have but about a 3-minute fuse on it.

Mr. KENNEDY. Did you use the dynamite anyplace else?

The CHAIRMAN. Was that one intended to go off?

Mr. OWENS. Yes, sir.

The CHAIRMAN. You didn't take the precaution to handle it so that it wouldn't, and it was an accident that it did not?

Mr. OWENS. That is right.

The CHAIRMAN. The intention was for it to blow the thing up but it misfired?

Mr. OWENS. Yes, sir.

The CHAIRMAN. What about Austin, Tex?

Mr. OWENS. Yes, sir; there was a dynamite used in Austin but not the same dynamite that came from Odessa.

The CHAIRMAN. That was a different group of dynamite?

Mr. OWENS. Yes, sir.

The CHAIRMAN. Where had you gotten that from?

Mr. OWENS. I got that in Austin, from Bob Kimbrel and Pat Davis.

The CHAIRMAN. Who is Pat Davis?

Mr. OWENS. He used to be a union organizer for the Operating Engineers.

Mr. KENNEDY. What happened on that dynamite?

Mr. OWENS. Sir?

Mr. KENNEDY. What happened on that? What were you trying to dynamite in Austin?

Mr. OWENS. A place called the Austin Fireproof Building.

Mr. KENNEDY. Austin Fireproof Building?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Did that dynamite go off?

Mr. OWENS. Yes, it did.

Mr. KENNEDY. Is that the place that a quarter of a mile from the department of public safety?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. That went off, did it?

Mr. OWENS. Yes, sir; it did.

Mr. KENNEDY. Did that do any damage?

Mr. OWENS. No, sir; it didn't do any damage to speak of.

Mr. KENNEDY. The dynamite exploded out toward the street?

Mr. OWENS. The concussion of the dynamite went out instead of going in.

Mr. KENNEDY. We have testimony by Mr. Gilbert regarding the throwing of the rocks and the bottles into the cabs of these trucks. Did you participate or were you present when any of this was done?

Mr. OWENS. Yes, sir; I was.

Mr. KENNEDY. What procedure would you follow on that?

Mr. OWENS. We would follow the SMT trucks out of town and it would get maybe 15 or 20 miles out of town or sometimes farther, and we would pass these trucks, and we would turn around to come back to meet them, and when we did that was when the rocks or bottles or whatever we may have in our hand, rocks about like we saw a while ago.

Mr. KENNEDY. Did you recognize that rock?

Mr. OWENS. No, sir; I thought I did but I wouldn't swear to it, and I don't know. There were several of them throwed, and we would throw objects into the windshields of the incoming trucks.

Senator CURTIS. Let me ask you, How many people would be in the car on an assignment like this?

Mr. OWENS. Sometimes, sir, there would be two or three.

Senator CURTIS. In whose car would it be?

Mr. OWENS. It would be Raymond C. Shafer's and other times it would be Eddy Haas' car.

Senator CURTIS. Who were the fellows with you?

Mr. OWENS. Raymond C. Shafer on several occasions, and Bob Kimbrel.

Senator CURTIS. Did they ever tell you why they were doing these things to Mr. Gilbert and his business, the Southwest Motors?

Mr. OWENS. Yes, sir; they were trying to organize Mr. Gilbert.

Senator CURTIS. Trying to organize him?

Mr. OWENS. Yes, sir; and they had a picket line on his place, and he would not sign a union contract.

Senator CURTIS. How much of a fire occurred at this Lee Way place where you set the fire?

Mr. OWENS. What is that?

Senator CURTIS. The Lee Way Freight fire. How much damage did it do?

Mr. OWENS. It didn't do very much damage, there were some boys who got it put out before it could do much damage.

Senator CURTIS. Where did they get these hand grenades you were talking about?

Mr. OWENS. Well, sir, Mr. Shafer told me he was getting them from Fort Sill, Okla.

Senator CURTIS. From the Army?

Mr. OWENS. Yes, sir; from a supply sergeant.

Senator CURTIS. Well, I knew these outfits had a lot of friends in government, but this is a new one. Where did they keep the hand grenades?

Mr. OWENS. Sir, I don't know, I never actually saw him with a grenade.

Senator CURTIS. Where did they keep the acid that you are talking about?

Mr. OWENS. The only time I ever saw the acid was in the back end of Shafer's car.

Senator CURTIS. That is all.

Mr. KENNEDY. Just on the hand grenade—I don't think I asked you—he said he could get the hand grenade for you and what did he want you to do with the hand grenades?

Mr. OWENS. Well, sir, he wanted a grenade thrown into the home of Roy Gilbert.

Mr. KENNEDY. He wanted you to throw the hand grenade in Mr. Gilbert's home?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Now, let us go back where you threw these rocks and also Coca-Cola bottles into some of these passing trucks.

Mr. OWENS. Yes, sir.

Mr. KENNEDY. In one instance did some of these individuals with whom you were working describe to you the fact that this had happened in other States?

Mr. OWENS. Yes, sir; they had.

Mr. KENNEDY. Did they say they used these same tactics in, for instance, Tennessee?

Mr. OWENS. Yes, sir; Tennessee and Louisiana.



Mr. KENNEDY. Did anybody tell you about what happened in Louisiana when they threw a coke bottle into a car?

Mr. OWENS. Yes, sir; they said it was a very tragic accident, and a man was killed in one of those, when a fire bomb or bottle was thrown.

Mr. KENNEDY. Can they tell you an approximate time when he was killed?

Mr. OWENS. No, sir; they said it was several years ago.

Mr. KENNEDY. Did they talk to you about the name of the trucking company?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. For whom he was working?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Mr. Chairman, we made an investigation after we received this information down in Louisiana, and Mr. Kamerick would be prepared to testify as to the fact that there was a man killed and under the circumstances that he was found to have been killed without naming the name.

(At this point Senator Goldwater entered the hearing room.)

The CHAIRMAN. Mr. Kamerick, you have been previously sworn?

Mr. KAMERICK. Yes, sir.

#### TESTIMONY OF PAUL E. KAMERICK—Resumed

Mr. KAMERICK. I inquired into this matter in Shreveport, La., and it developed that there was an accident on the outskirts of Shreveport and the date is August 28, 1953. The accident occurred about 5:30 in the morning. Leaving Shreveport was an oil tanker and the driver of that oil tanker saw another truck coming toward him and it kept moving across the center line and the driver of the tanker naturally expected that the other truck would get back on its own side of the road. But as they came closer together, it was apparent that the other truck was not going to go back, and so at the last minute the driver of the tanker jerked his wheel to the right and he managed to get the tractor part of his outfit out of the way but the other truck smashed head-on into the tank part of the semitrailer arrangement.

This disengaged the tractor part from the tank part and the driver of the tank part managed to get his tractor stopped a short distance up the road. He turned around to come back and render any assistance that he could. When he got there the whole area of the collision was in flames. Both the truck and the tank were on fire.

He heard a man inside of the truck screaming for help, and he tried to open the door but the accident had apparently sprung the door so he couldn't get the door open.

It developed later that the driver of the truck, whose name was Billie Charles Greenwood, died in the fire. That is essentially the story.

Mr. KENNEDY. Just prior to the other truck meeting him, the truck swerved into his lane; is that right?

Mr. KAMERICK. It gradually came across the centerline.

Mr. KENNEDY. As if something had happened. This was the way it was described to you as this man burned to death; was it not?

## TESTIMONY OF BUCK OWENS—Resumed

Mr. OWENS. Yes, sir; that is right.

Mr. KENNEDY. They identified, which we will not, who was responsible for throwing the bottle into the truck to make it swerve off the road?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. There was in addition to this some shooting at several of the trucks; was there not?

Mr. OWENS. Yes, sir; there was.

Mr. KENNEDY. Did you participate in that yourself?

Mr. OWENS. No, sir; I did not.

Mr. KENNEDY. But you knew it took place?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. Now, do you know Mr. Dusty Miller, head of the Southern Conference of Teamsters?

Mr. OWENS. I met Mr. Miller one time.

Mr. KENNEDY. Did he ever have any discussion with you or any of your groups about organizing this trucking company?

Mr. OWENS. He had a discussion with Shafer.

Mr. KENNEDY. Were you present?

Mr. OWENS. Yes; I was, and they were talking about the SMT Motor Lines, and Shafer said, "Well, I don't know how I am going to go about getting a contract out of them," and so Mr. Miller said, "Well, there is not but one way to do it, and that is to get rough with them."

Mr. Shafer said, "How?" Miller said, "That is your job."

Mr. KENNEDY. I would like to point out that Mr. Miller is also head of the Southeastern Conference of Teamsters which includes Tennessee, and, of course, we had all of that violence in Tennessee over an extended period of time, in which there was some evidence as to who was responsible, and yet Mr. Miller, during all of that period, never took any steps against any of the Teamster officials in charge of Tennessee, and, in fact, still has not taken any steps against any of them.

The CHAIRMAN. Have we had him as a witness?

Mr. KENNEDY. No, but I expect that we will during some period of time.

The CHAIRMAN. It might be well to let him come in and take the fifth amendment.

Mr. KENNEDY. Now, you testified in the trial of Mr. Shafer; did you not?

Mr. OWENS. Yes, sir; I did.

Mr. KENNEDY. It was in connection with Mr. Shafer in the possession of some of the dynamite; is that correct?

Mr. OWENS. Yes, sir.

Mr. KENNEDY. And he was acquitted; was he not?

Mr. OWENS. Yes; he was.

Mr. KENNEDY. During the period of time that you started cooperating with the Texas Rangers, while you were still carrying on, or Mr. Shafer thought you were friendly, during that period of time were there arrangements made for tape recordings of your conversations with Mr. Shafer?

Mr. OWENS. Yes, sir ; there was.

Mr. KENNEDY. Now those tape recordings have never been used ?

Mr. OWENS. No, sir ; they have not.

Mr. KENNEDY. Mr. Chairman, we will not have time to get to them this afternoon, but we expect to have some of those tomorrow.

The CHAIRMAN. Mr. Owens, you will remain under your present subpoena subject to being recalled at such time as the committee may desire to hear further testimony from you.

You acknowledge that recognizance ?

Mr. OWENS. Yes, sir ; it will be a pleasure to.

The CHAIRMAN. And you will be notified and of course given reasonable time and opportunity and given the place and time that the committee will desire to hear you. In the meantime, you may be recalled in the morning.

Mr. OWENS. That is OK, sir.

The CHAIRMAN. If we do not recall you tomorrow, this recognizance stands and you will be expected to return at such time as we desire you. You can keep in touch with counsel here to ascertain whether further testimony will be needed.

Mr. OWENS. OK, it will be a pleasure to come back.

The CHAIRMAN. Thank you very much. You may stand aside. We will stand in recess.

(Whereupon, at 4:20 the committee was recessed.)



# INVESTIGATION OF IMPROPER ACTIVITIES IN THE LABOR OR MANAGEMENT FIELD

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TUESDAY, NOVEMBER 18, 1958

U.S. SENATE,  
SELECT COMMITTEE ON IMPROPER ACTIVITIES  
IN THE LABOR OR MANAGEMENT FIELD,  
*Washington, D.C.*

The select committee met at 10:30 a.m., pursuant to Senate Resolution 221, agreed to January 29, 1958, in the caucus room, Senate Office Building, Senator John L. McClellan (chairman of the select committee) presiding.

Present: Senator John L. McClellan, Democrat, Arkansas; Senator Sam J. Ervin, Jr., Democrat, North Carolina; Senator Barry Goldwater, Republican, Arizona; Senator Carl T. Curtis, Republican, Nebraska.

Also present: Robert F. Kennedy, chief counsel; Jerome Alderman, chief assistant counsel; Paul Kamerick, assistant counsel; John J. McGovern, assistant counsel; Ruth Y. Watt, chief clerk.

The CHAIRMAN. The committee will be in order.

(Members of the select committee present at the convening of the session were Senators McClellan, Ervin, and Curtis.)

The CHAIRMAN. Call the next witness.

Mr. KENNEDY. Mr. Raymond C. Shafer.

The CHAIRMAN. Mr. Shafer, will you come around, please.

You do solemnly swear that the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. SHAFER. I do.

## TESTIMONY OF RAYMOND C. SHAFER, ACCOMPANIED BY COUNSEL, WARREN WOODS

The CHAIRMAN. State your name and your place of residence and your business or occupation.

Mr. SHAFER. R. C. Shafer, business agent for local 657, San Antonio, Tex.

The CHAIRMAN. Do you have counsel?

Mr. SHAFER. Yes, sir.

The CHAIRMAN. Identify yourself, Mr. Counsel, please.

Mr. WOODS. My name is Warren Woods. I am a member of the bar of the State of Texas, and of the District of Columbia.

The CHAIRMAN. Thank you very much. Proceed, Mr. Kennedy.

Mr. KENNEDY. Mr. Shafer, did you give your occupation?

Mr. SHAFER. Yes, sir.

Mr. KENNEDY. What was that?

Mr. SHAFER. Business agent for local 657.

Mr. KENNEDY. How long have you been business agent?

Mr. SHAFER. I would like to talk with my counsel, please.

(Witness conferred with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Before you became a business agent for the Teamsters Union, would you tell the committee what you did?

Mr. SHAFER. Before I became business agent for the Teamsters Union I was a truckdriver.

Mr. KENNEDY. Whereabouts.

Mr. SHAFER. In Dallas, Tex.

The CHAIRMAN. Ask the other question, Mr. Counsel, the one you asked before.

Mr. KENNEDY. When did you become a business agent of the Teamsters?

Mr. SHAFER. I would like to consult with my counsel.

The CHAIRMAN. All right.

(Witness conferred with his counsel.)

Mr. SHAFER. I decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. You have admitted that you are a business agent of the local and you have stated your occupation prior to the time you became business agent for the local, and you now are asked the question, when did you become a business agent for the local.

Mr. SHAFER. I would like to consult with my counsel, please.

The CHAIRMAN. You may consult with counsel.

(Witness consulted with his counsel.)

Mr. SHAFER. I decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. When did you become a business agent for local 657?

With the approval of the committee, the Chair orders and directs you to answer that question.

Mr. SHAFER. I would like to consult with my counsel.

(Witness consulted with his counsel.)

Mr. SHAFER. I decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. This order with the approval of the committee will stand throughout your interrogation, and during the time that you are a witness and will continue until you give the answer.

Proceed, Mr. Kennedy.

Mr. KENNEDY. Were you appointed a business agent of the Teamsters Union? Can you answer that?

Mr. SHAFER. I refuse to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. With the approval of the committee the Chair orders and directs the witness to answer the question.

Mr. SHAFER. I would like to consult my counsel, please.

(The witness consulted with his counsel.)

Mr. SHAFER. I decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. The orders for you to answer remain in force.

Proceed, Mr. Kennedy.

Mr. KENNEDY. Do you know Mr. Dusty Miller, head of the Southern Conference of Teamsters?

Mr. SHAFER. I decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. The Chair, with the approval of the committee, orders and directs the witness to answer the question.

Mr. SHAFER. I refuse to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. The order will continue as all orders given to you by the Chair are orders and directions to answer questions, and they will continue throughout your presence here as a witness.

Proceed, Mr. Kennedy.

Mr. KENNEDY. We have had reports and testimony regarding the violence that took place in the State of Texas during the year 1954 and 1955 when an attempt was being made to organize some trucking companies and to enforce a so-called "hot cargo" clause. Did you have conversations with Mr. Dusty Miller about this situation?

Mr. SHAFER. I would like to consult with counsel, please.

(Witness consulted with his counsel.)

Mr. SHAFER. I decline to answer on the basis my answer may tend to incriminate me.

Mr. KENNEDY. We have had testimony before the committee that Mr. Dusty Miller is the one who gave orders and instructions that you were to get rough with these trucking companies; is that correct?

Mr. SHAFER. I refuse to answer on the ground it may tend to incriminate me.

Mr. KENNEDY. We have had testimony before the committee regarding the violence that took place in Texas, and we have also had extended hearings on the violence that took place in Tennessee, which is also under the jurisdiction of Mr. Miller. Then we have had the testimony before the committee regarding certain individuals who got in difficulties in the Eastern and Central Conferences of Teamsters going down and receiving jobs in Miami, Fla. Do you know if this is all on the instructions and orders of Mr. Miller?

Mr. SHAFER. I don't understand your question.

Mr. KENNEDY. What I am asking you is whether the violence that has taken place in Texas and in Tennessee, and the fact that individuals who have gotten into difficulty in the Eastern Conference of Teamsters and in the Central Conference of Teamsters, who got into difficulty in their own locals, have ultimately ended up in the Teamsters positions of authority in Teamster locals in Miami, Fla. I am asking you if you know whether Mr. Miller is responsible for that.

Mr. SHAFER. I refuse to answer on the ground that the answer may tend to incriminate me.

The CHAIRMAN. Would you be just a little bit more respectful, and say you "decline" to answer. Would you say "respectfully decline" instead of "refuse"?

Mr. SHAFER. I am sorry, I don't understand your questions.

The CHAIRMAN. I will state it again. I asked you, can you be a little more respectful of your Government and of this committee by saying "I respectfully decline to answer" rather than "I refuse to answer."



Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Thank you, proceed.

Mr. KENNEDY. According to the testimony we had yesterday, one of the suggestions that you made to Mr. Owens, according to Mr. Owens' testimony, was that he take one of the employees of the trucking company and knock him unconscious, then take some acid and write the word "rat" across his forehead with the acid.

Did you make that suggestion?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Don't you agree with me that anyone who would give such orders as that is a "rat" himself?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Did you have any opinion as to what character of man that would be that would give such an order?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. I think the word "rat" would be complimentary, don't you?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator ERVIN. It would be insulting to the rat, Mr. Chairman.

Mr. KENNEDY. We also had the testimony that on several occasions you instructed and ordered Mr. Owens to obtain some dynamite. Is that right?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. And when he did obtain the dynamite, you made arrangements to sell the dynamite, at least part of it, to some Teamster officials down in Louisiana; is that right?

Mr. SHAFER. I respectfully decline to answer that question on the ground my answer may tend to incriminate me.

Mr. KENNEDY. And you paid him for doing this some \$800?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. Involved in this also was a Mr. Springer, and he also was paid some money for obtaining and shipping the dynamite.

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. May I inquire right there? When Mr. Owens was on the witness stand, I asked him "How much money did you get paid?" This was for stealing the dynamite.

Mr. OWENS. I was paid \$800.

Question. By whom?

Answer. By Raymond C. Shafer.

Now, that is your name, Raymond C. Shafer?

Mr. SHAFER. I would like to consult with my counsel, please.

(The witness consulted with his counsel.)

The CHAIRMAN. You said your name was R. C. Shafer, and does the "R" stand for Raymond? That is what the question amounts to.

Mr. SHAFER. My name is Raymond C. Shafer.

Senator CURTIS. Do you wish to deny this statement made by Mr. Owens?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Do you feel that to answer that question it might incriminate you?

Senator CURTIS. Do you wish to deny it?

Mr. SHAFER. I would like to hear your question again, sir.

The CHAIRMAN. Do you wish to deny this statement that Mr. Owens received \$800 from you for getting this dynamite?

Mr. SHAFER. I would like to consult with my counsel.

(Witness conferred with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the grounds that my answer may tend to incriminate me.

Senator CURTIS. Then I asked him, "How did he give you that \$800? Did he give you any check?"

Mr. Owens replied, "No, sir; he gave me seven \$100 bills and two fifties."

Mr. Shafer, do you wish to deny that you gave him seven \$100 bills and two fifties?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. What was the idea of you folks, that you could take this Government over by force? Is that why you resort to these tactics?

Mr. SHAFER. I would like to consult with my counsel.

The CHAIRMAN. Ask him what he thinks of it.

(Witness conferred with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Senator CURTIS. Are you still employed by the Teamsters Union?

Mr. SHAFER. I would like to consult with my counsel, please, sir.

The CHAIRMAN. Consult.

(Witness conferred with his counsel.)

Mr. SHAFER. I am now the business manager of local 657.

Senator CURTIS. Who appoints you as such?

(Witness conferred with his counsel.)

Mr. SHAFER. I decline to answer—respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. The Chair, with the approval of the committee, orders and directs you to answer the question: Who appoints you as such?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. That order stands throughout these proceedings.

Senator CURTIS. Are you in any part employed by, or do you in any extent represent, the International Brotherhood of Teamsters, the international office?

Mr. SHAFER. I would like to consult with my counsel, please.

The CHAIRMAN. Consult.

(Witness conferred with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Senator CURTIS. Well, now, Mr. Shafer, I think it would be very helpful to this committee——

The CHAIRMAN. What was the last question, Senator? Please read the last question.

Senator CURTIS. I can state it in substance. I asked him if he was employed in part or to any extent representing the International Brotherhood of Teamsters, referring to the international office.

The CHAIRMAN. What is your answer?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. With the approval of the committee, the Chair orders and directs the witness to answer the question.

Mr. SHAFER. I respectfully decline to answer on the basis——

The CHAIRMAN. That order prevails throughout these hearings. Proceed.

Senator CURTIS. Mr. Shafer, the purpose of this inquiry is to gather legislative information, and when allegations are made about you or anybody else, it is important that the committee know whether or not your employer is a local union, or whether or not you are paid and represent the international union. That question does not go to your guilt or innocence concerning any offense. Wouldn't you tell the committee who you work for?

Mr. SHAFER. I would like to consult with my counsel, please.

(Witness conferred with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. The Chair asks you this question: Do you honestly believe that if you gave a truthful answer to that question that a truthful answer might tend to incriminate you?

Mr. SHAFER. I would like to consult with my counsel please.

(Witness conferred with his counsel.)

Mr. SHAFER. Yes.

The CHAIRMAN. Proceed.

Senator CURTIS. That is all, Mr. Chairman.

The CHAIRMAN. Proceed, Mr. Kennedy.

Mr. KENNEDY. Mr. Shafer, we have also had the testimony from Mr. Owens yesterday that you spoke to him and told him that you could get a rifle in Louisiana, a rifle that had a silencer on it, and that he could go to the home of Mr. Roy Gilbert, who owned the trucking company, and be able to shoot him. Did you suggest that to Mr. Owens?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Did you suggest to Mr. Owens that he kill Mr. Gilbert?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. How much did you offer to pay him for that job?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Also, you said that you could arrange to get hand grenades, evidently getting the hand grenades from Fort Sill, Okla., and that you wanted him to put some of the hand grenades in various trucks. Is that correct?



Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Also, it was discussed about beating up Mr. Roy Gilbert's son, and he was to receive \$200 for that.

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Also, that you hired a Mr. Springer to get a job with the SMT Trucking Co., so that he could case the place and find out where dynamite could be placed and where acid could be thrown.

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Could you tell us at all whether you also gave instructions to throw coke bottles through windows of moving trucks, and rocks, and to order the shooting on trucks by various numbers of your people?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. So you couldn't tell us anything about using the acid to disfigure a person, ordering someone to kill a man or beat up his son, using the dynamite, committing arson, throwing rocks at moving automobiles, or shooting upon truckdrivers? Could you tell us anything about any of those matters?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Mr. Chairman, we have some recordings here that were obtained through the Texas Rangers that might be able to refresh Mr. Shafer's recollection.

The CHAIRMAN. All the Chair would inquire about is whether the recordings were legally obtained under the laws of the State of Texas.

Mr. KENNEDY. They were. They are recordings within a room. They are not recordings on the telephone. We have Mr. Smith here to introduce the recordings.

The CHAIRMAN. Mr. Smith, come forward, please.

Senator CURTIS. May I ask one question first? I don't know; it might be in the record.

The CHAIRMAN. Yes; proceed.

Senator CURTIS. Mr. Shafer, do you know a supply sergeant in the Army who has at any time been located at Fort Sill, Okla.?

Mr. SHAFER. I would like to consult with counsel, please.

(Witness conferred with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Senator CURTIS. Yesterday I asked Mr. Owens:

Where did they get these hand grenades you were talking about?

Mr. OWENS. Well, sir, Mr. Shafer told me he was getting them from Fort Sill, Okla.

Senator CURTIS. From the Army?

Mr. OWENS. Yes, sir, from a supply sergeant.

Do you wish to deny that?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Senator CURTIS. That is all, Mr. Chairman.

Mr. KENNEDY. Mr. Smith, could you come forward, and then Mr. Kamerick, also.

The CHAIRMAN. Mr. Smith, would you be sworn, please?

You do solemnly swear the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. SMITH. Yes, sir.

### TESTIMONY OF ZENO SMITH

The CHAIRMAN. State your name, your place of residence, and your business or occupation.

Mr. SMITH. My name is Zeno Smith. I live in the city of San Antonio, Tex., and I am a Texas Ranger.

The CHAIRMAN. How long have you occupied such a position, Mr. Smith?

Mr. SMITH. 23 years 8 or 9 months.

The CHAIRMAN. State some of your official duties as a Texas Ranger, just briefly for the record.

Mr. SMITH. Well, we enforce and assist in the enforcement of the criminal law violations that we can possibly do so which take place in the State of Texas.

The CHAIRMAN. Generally, you are a law-enforcement agency.

Mr. SMITH. Yes, sir.

The CHAIRMAN. Do you have authority to make arrests?

Mr. SMITH. Anywhere in the State of Texas.

The CHAIRMAN. Anywhere in the State of Texas for any violation of the State law?

Mr. SMITH. Criminal laws; yes, sir.

The CHAIRMAN. Criminal laws.

All right, Mr. Kennedy, proceed.

Mr. KENNEDY. In 1955, Mr. Smith, did you have some conversations with Mr. Buck Owens in connection with certain matters dealing with violence, dynamitings, arsons, and shootings, involving certain trucking companies in Texas.

Mr. SMITH. Yes, sir; I did.

Mr. KENNEDY. And following those conversations, did Mr. Owens show you certain locations that these various acts of violence had taken place at?

Mr. SMITH. Yes, sir; he did.

Mr. KENNEDY. Did you then arrange for him to cooperate with you and to assist you in trying to break up this terrorism that was going on?

Mr. SMITH. Yes, sir; I did.

Mr. KENNEDY. Did he agree to carry on conversations and have those conversations recorded, conversations that he would carry on with Mr. Shafer and others of the Teamsters Union?

Mr. SMITH. Yes, sir; he did.

Mr. KENNEDY. Did someone under your direction and control arrange to place a recording machine in the room where these conversations took place?

Mr. SMITH. Yes, sir.

Mr. KENNEDY. And those conversations took place about what period of time?

Mr. SMITH. The first recording that was made was made on the day of September 15, 1955, in the city of San Antonio, Tex.

Mr. KENNEDY. Were there a number of recordings that followed that?

Mr. SMITH. There was another recording made on September 30, 1955.

The CHAIRMAN. September 30?

Mr. SMITH. Yes, sir.

Mr. KENNEDY. The other recording was with a Mr. Hass; is that right?

Mr. SMITH. Eddie Hass; yes, sir.

Mr. KENNEDY. We had some testimony about Mr. Hass yesterday regarding his participation in some of this violence.

Mr. SMITH. Yes, sir.

Mr. KENNEDY. You have made those recordings available to the committee; is that correct?

Mr. SMITH. I assisted; yes, sir.

Mr. KENNEDY. Somebody under your control made them available?

Mr. SMITH. Yes, sir.

Mr. KENNEDY. Mr. Kamerick has those recordings, Mr. Chairman. They are rather lengthy recordings. We have the whole recording available, but we took various excerpts from the recordings that would bear on the testimony of this witness. Mr. Kamerick is prepared to testify as to the validity of the recordings.

The CHAIRMAN. Are we prepared to play one of the recordings?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. I think we should play at least one of them so that we can get a general impression of their tone and so forth.

Mr. KENNEDY. The transcription of the whole recording, Mr. Chairman, is 4 hours.

The CHAIRMAN. Four hours? The Chair withdraws his suggestion.

Mr. KENNEDY. We have certain parts here.

The CHAIRMAN. You can play the parts?

Mr. KENNEDY. Yes; taken from the original.

The CHAIRMAN. I misunderstood.

Mr. Kamerick, you have been previously sworn.

Mr. KAMERICK. Yes, sir.

#### TESTIMONY OF PAUL E. KAMERICK—Resumed

The CHAIRMAN. Have you played these recordings?

Mr. KAMERICK. Yes, sir; I have.

The CHAIRMAN. Have you taken from the recordings certain excerpts?

Mr. KAMERICK. Yes, sir.

Mr. CHAIRMAN. I believe the first recording is about 4 hours long; is that correct?

Mr. KAMERICK. It is of substantial length, Senator. It is approximately that.

The CHAIRMAN. You have taken from it and—what do you do, rerecord it?

Mr. KAMERICK. Record it on another machine; play it and simultaneously record it on another machine.

The CHAIRMAN. So the recording you now propose to introduce is a recording from the original recording?



Mr. KAMERICK. Yes, sir.

The CHAIRMAN. And you can state that it is true, correct, and accurate, what we shall hear on this recording?

Mr. KAMERICK. Yes, sir. I have an affidavit here from the man, the technician from the Texas Department of Public Safety to that effect.

The CHAIRMAN. He helped make the rerecording?

Mr. KAMERICK. He was the technician who made the original.

The CHAIRMAN. Without objection, the Chair will insert this affidavit in the record at this point. It is not necessary to read it at this point, but it will be inserted as part of the record at this point.

(The affidavit referred to follows:)

I, William S. Duncan, make the following statement to Paul E. Kamerick, who has identified himself to me as assistant counsel of the U.S. Senate Select Committee on Improper Activities in the Labor or Management Field. This statement is voluntary.

I am employed by the State of Texas Department of Public Safety. In connection with my official duties there, I now have and have had for some time control of certain technical equipment. Among the items of technical equipment within my competence to operate are tape-recording devices.

On September 15, 1955, in accordance with previous arrangements, I was in a room at the San Jose Motel in San Antonio, Tex. The room immediately adjacent to mine was occupied by one Buck Owens, who is well known to me by sight. Raymond C. Shafer is also well known to me by sight.

About 5 o'clock p.m., on September 15, 1955, as I was watching from a window in my quarters, I saw Raymond C. Shafer leave his automobile and approach the door to the room occupied by Owens. As he reached Owens' door, he passed out of my vision. I heard the door open and close and immediately heard voices. These voices were transmitted to a tape-recording device in my room from a wireless microphone which was installed in Owens' room. I heard Owens call Shafer by his name, and I heard Shafer call himself by his last name.

I recorded the conversation between these two men, and this tape recording has been in my possession since that time.

On March 10, 1958, I brought this original tape to the Capitol Building in Washington, D.C., where excerpts were taken from it. I also made a complete copy of the transcript of the original tape and have made it available to the U.S. Senate Select Committee on Improper Activities in the Labor or Management Field.

(Signed) WILLIAM S. DUNCAN.

Sworn to before me this 11th day of March 1958.

(Signed) WM. R. LEWIS, *Notary Public*.

Mr. KENNEDY. There have not been any alterations or changes made in the excerpts, except to take excerpts out of the full recording; is that right?

Mr. KAMERICK. There are some places where the language would not be suitable for public playing, and in those cases the precise words were deleted. Other than that, the recording is as it was originally.

Mr. KENNEDY. And there is a sound where the word was deleted?

Mr. KAMERICK. That is right.

Mr. KENNEDY. But otherwise, the recording is exact?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. In other words, only the obscene language or extremely profane language has been deleted?

Mr. KAMERICK. That is right; yes, sir.

Mr. KENNEDY. And we have taken the excerpts that bear on the testimony before the committee?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. Have you transcribed excerpts from that recording?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. And you have those transcriptions?

Mr. KAMERICK. Yes, sir; we have.

The CHAIRMAN. May the committee be supplied with copies of the transcriptions, please?

Mr. KENNEDY. Mr. Chairman, I might also say that in this affidavit the participant in the conversation is identified as Mr. Shafer. In addition, during the course of the transcription, Mr. Shafer identifies himself as being Shafer. He refers to himself as Shafer.

The CHAIRMAN. All right.

Mr. KENNEDY. So there is no question about the identity of the voices.

The CHAIRMAN. If you have the recording ready, we will proceed with it.

Mr. Smith, as it is being played, as the recording is being played, will you give very close attention to it, and if there are any discrepancies, any inaccuracies, or any improvisations on the original in any way, will you so state. You will be asked that at the conclusion of the hearing of the record.

Mr. SMITH. Yes, sir.

The CHAIRMAN. Will you observe closely while this procedure is in process? All right.

(At this point a recording was played.)

The CHAIRMAN. Mr. Smith, you have heard that recording. Do you find any inaccuracies in there?

Mr. SMITH. No, sir. The only thing I found inaccurate in there would be the language, in the way of violent language.

The CHAIRMAN. In other words, where the language has been deleted.

Mr. SMITH. Yes, sir.

The CHAIRMAN. That part which is audible and decent is correctly recorded—

Mr. SMITH. Yes, sir.

The CHAIRMAN. And has been correctly transcribed according to this sheet, this transcript of it that you have a copy of before you?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Let the copy before the witness be filed and placed in the record at this point.

(The transcript is as follows:)

OWENS. You and Hass brought the dynamite down there—

SHAFFER. Hass, and we talked to Pat and Bob Owens, Pat Davis, out there, we went out in the country and put it in the behind of Pat's car and then we went by the trailer courts where you and old Bob, wasn't it trailer courts?

OWENS. Uh-huh.

SHAFFER. I wasn't sure, no, it was trailer court.

OWENS. Yeah, it was trailer courts, yeah, that's right.

SHAFFER. Well, we didn't pull in, we pulled out on the road and Pat went and got Bob, then we went down and parked right in front of that d— golf range there, you know, where the golf practice range is there.

OWENS. Yeah.

SHAFFER. We parked there and talked and they asked me if I had the money and I said, "No, I don't have it, it's too G— d— a quick notice." They said, "Well, we've got a couple of boys in here to do it and we'll go on and pay them and you can give the money back to us." I said, "Well, O.K., maybe a couple

or 3 days before I can get back up here," because I didn't want to be too much around, they said it would be all right.

OWENS. Well, who in the h—— [inaudible] would go for that?

SHAFER. Huh?

OWENS. Who wanted it blowed up to start with?

SHAFER. I did.

OWENS. And you give Pat \$200?

SHAFER. I sure did.

OWENS. Well, he give me \$50 and give Buddy Springer \$50.

SHAFER. I'll take a paralyzed oath on that, that's what we give the son of a b—— and I'll face him in it and Eddie Hass will do the same thing.

OWENS. Oh, ah, that dynamite I got for you in Odessa, you ain't never told nobody else about that, I mean nobody knows.

SHAFER. Nobody but Johnson and Foots.

OWENS. What about ah, Johnson and Foots. They're the ones that come got it and took it back to Louisiana.

SHAFER. Well, Suttle was there, because he made the arrangements on it.

OWENS. Suttle knows about it too.

SHAFER. Yes, cause, see, I had to call Suttle and tell him because Suttle made the arrangements on the sale of the d—— thing. Other than those three there ain't nobody else knows about it.

OWENS. You don't think that, ah, Stiles knows anything about it? Nobody else; well, do you think Eddie knows anything about it?

SHAFER. Well, I imagine he does, h——, he helped transport it up yonder.

OWENS. Oh, yeah, well, where was that, Daingerfield?

SHAFER. Yeah, I'm sure he knows something about it. In fact, I don't remember whether Bob and I discussed it with him or not, and I don't know whether Bob did, and I don't remember whether I did or not for sure, but you and Eddie went out there and picked some up one night, didn't you?

OWENS. Yeah, we picked it up, you know you wanted us to take it to, ah——

SHAFER. Now, I mean the 10 sticks on Alamo. Didn't you and him go out there on that?

OWENS. Yeah, uh-huh.

SHAFER. And all of it was still there; naw, it wasn't.

OWENS. Naw, it was gone by then.

SHAFER. What in the h—— did we do with that G—— d—— stuff in the meantime? We didn't leave five sticks, I mean, five cases of that out there did we?

OWENS. Yeah, we did; you see, you rented that house for a month.

SHAFER. Uh-hm.

OWENS. How much did the old people charge you for that?

SHAFER. \$40.

OWENS. \$40. I thought it was \$37 [inaudible].

SHAFER. \$40.

OWENS. Yeah, I don't think you and me would pass off very good as insurance salesmen, not when it comes right down to brass tacks. I would have hated like h—— to try to sell that old man some insurance. Might have had to, you know it?

SHAFER. Yeah, after we got that d—— dynamite in there, we would have had to then.

OWENS. Oh yeah, I would have really been down on the insurance salesman. Let's see, ah. G—— d——, you know I made pretty good money while I was up here.

SHAFER. You didn't do bad.

OWENS. Let's see, I made, ah.

SHAFER. In all?

OWENS. Yeah, let's see, how——

SHAFER. You made 1,400.

OWENS. Let's see, how, how much you give me for the dynamite?

SHAFER. You got eight out of it.

OWENS. \$800 out of the dynamite.

SHAFER. And six for over yonder.

OWENS. Let's see, six for the Houston job.

SHAFER. That's 1,400.

OWENS. And, ah, let's see that was \$50 for the Austin job, Austin Fireproof.

SHAFER. 1,450.

OWENS. \$1,450.



SHAFFER. Well, you made that 1,400 in about 3 months, didn't you?

OWENS. Yeah.

SHAFFER. Besides what work you done on the side for me, for Strickland over yonder before you cut loose.

The CHAIRMAN. Mr. Owens, will you come forward, please?

Mr. Owens, you were a witness before the committee yesterday.

### TESTIMONY OF BUCK OWENS—Resumed

Mr. OWENS. Yes.

The CHAIRMAN. Mr. Owens, you will remain under the same oath. You were present and heard the playing of this recording just now?

Mr. OWENS. Yes, sir.

The CHAIRMAN. Whose voices in that recording did you recognize?

Mr. OWENS. Raymond C. Shafer and myself, Buck Owens.

The CHAIRMAN. You were the two who were having the conversation?

Mr. OWENS. Yes, sir; we was.

The CHAIRMAN. You identify your own voice?

Mr. OWENS. Yes, sir.

The CHAIRMAN. And that of Mr. Shafer?

Mr. OWENS. Yes, sir.

The CHAIRMAN. Do you also personally recall at this moment the incident, the time and place where this recording was made?

Mr. OWENS. Yes, sir; I do.

The CHAIRMAN. And you know that this conversation did take place between you and the witness Raymond C. Shafer?

Mr. OWENS. Yes, sir.

The CHAIRMAN. And this recording is true, correct, and accurate, except insofar as obscene language or extreme profane language has been deleted from it?

Mr. OWENS. Yes, sir; it is.

The CHAIRMAN. So this plus whatever obscene language and profanity that was used at the time is a correct, true, accurate, and complete statement of the conversation between you?

Mr. OWENS. Yes, sir.

The CHAIRMAN. All right. Are there any other questions?

I will correct one thing. I said complete. There were other conversations at the time that were not on this excerpt?

Mr. OWENS. Yes, sir. There is still some more on the tape that was not played this morning.

The CHAIRMAN. On the original tape?

Mr. OWENS. Yes, sir.

The CHAIRMAN. But this that was played this morning is accurate, true, and correct from the original tape?

Mr. OWENS. Yes, sir; it is.

The CHAIRMAN. Are there any further questions?

Mr. KENNEDY. Would you identify your voice, Mr. Shafer?

Mr. SHAFFER. Could I consult counsel?

Mr. KENNEDY. Was that you?

Mr. SHAFFER. Yes, sir.

Mr. KENNEDY. It was you?

(Witness conferred with his counsel.)

Mr. SHAFFER. I am sorry. I didn't hear the question, sir.

Mr. KENNEDY. I asked if that was your voice on the tape.

Mr. SHAFER. I respectfully decline to answer on the grounds that my answer may tend to incriminate me.

The CHAIRMAN. Are you ashamed of your voice?

Mr. SHAFER. I would like to consult counsel.

The CHAIRMAN. Yes. Ask him if you are.

(Witness conferred with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Was this the correct amount of money that you paid him for the various jobs Mr. Owens was involved in, the Houston job, \$800 for the dynamite, \$600 for the Houston job, \$50 for the Austin Fireproof job, a total of \$1,450?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. What is the source of that money? Is it union dues money?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Or did it come out of the pension and welfare fund?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. It was not your own money, was it?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. This excerpt seems to strongly support Mr. Owens' testimony of yesterday that he stole this dynamite and delivered it to you at your instructions, that a portion of it was turned over to two Teamster officials from Louisiana by the name of Johnson and Foots, that ultimately the dynamite that was left after it was used on these various jobs was buried at Daingerfield, and that you had full knowledge about the various acts of terrorism that took place in Texas during this period of time.

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Mr. Chairman, we have a number of others of these excerpts that go to support other facets of Mr. Owens' testimony. I think it might be well to play them.

The CHAIRMAN. At this time, where is the original tape?

Mr. KAMERICK. The original is still in the files of the department of public safety in Texas.

The CHAIRMAN. Let this tape, this excerpt, which has just been played, be made exhibit 17 for reference.

(The recording referred to was marked "Exhibit No. 17" for reference and may be found in the files of the select committee.)

The transcription of it, as the Chair has already ordered, will be printed in the record.

Mr. KENNEDY. Shall we play the others?

The CHAIRMAN. Are they short?

Mr. KENNEDY. They are short ones. We have six or seven short ones.

The CHAIRMAN. You may proceed.

Mr. Smith, as these recordings are made, there are some five or six others, I understand, to be presented to the committee, and as they are played, you are requested to give your undivided attention to them so that you may point out if there is any error, any inaccuracy, or any improvisations on the originals. You heard the originals played, I am sure.

Mr. SMITH. Yes, sir.

The CHAIRMAN. Have you heard these excerpts played before?

Mr. SMITH. No, sir.

The CHAIRMAN. All right. Pay very strict attention. Of course, these can always be checked with the originals.

Mr. SMITH. Yes, sir.

The CHAIRMAN. Proceed with the next recording.

(At this point a recording was played.)

The CHAIRMAN. Mr. Smith, do you recognize this recording?

Mr. SMITH. Yes, sir.

The CHAIRMAN. And you have heard it played. Is it true, correct, and accurate except as to the deletion of the profanity and the obscene language?

Mr. SMITH. Yes, sir.

The CHAIRMAN. This transcript of the recording may be inserted in the record at this point, and the recording itself will be made exhibit No. 18 for reference.

(The recording was marked "Exhibit 18" for reference and may be found in the files of the select committee.)

(The transcript is as follows:)

OWENS. You know when you sent him to Odessa?

SHAFER. Uh-uh.

OWENS. To get that dynamite, he was scared to death, I'm telling you that little fella, he was just in the shakes and we was loading it in that pickup.

SHAFER. Uh-uh.

OWENS. And he said that G—— d—— Shafer, he said, I wish to h—— I had him down here with me to help load this, all about his lips you know they're just as white as if he was drawing gasoline out of a——

SHAFER. You tell that little son-of-a-b—— that Shafer was by G—— d—— scared on that next deal over that house, I don't know whether that deal was any worse than this deal or not, but by G——, I didn't feel any too good on that deal.

OWENS. What one?

SHAFER. When we moved in from that house over there to that trailer court.

OWENS. Oh, man, yeah.

SHAFER. That was a risky son-of-a-b——, I thought about that a lot of times, haven't you? That was pretty G—— d—— risky, that night, we flat-a—— loaded that son-of-a-b—— in a hurry, didn't we?

OWENS. D—— right, it paid to load it in a hurry.

SHAFER. Huh.

OWENS. It paid to load it in a hurry.

SHAFER. Old Foots is over that local down there in Shreveport now.

OWENS. He is? That's good. What is his real name besides——

SHAFER. Johnson, I don't know what his—E. F., I believe.

OWENS. E. F.

SHAFER. I don't know what it stands for.

OWENS. I've often wondered, I've thought of that and I wondered how in the h—— he got his name "Foots."

SHAFER. He won the election over there last Sunday.

OWENS. What happened to Bunch?

SHAFER. He was over there, Foots won the election over him. [Inaudible.]

OWENS. Well, ah, how much on that dynamite that I got out at Odessa for you—how much did you give me for that?



SHAFFER. I believe it was \$1,200, wasn't it?

OWENS. Yeah, but then you got some of it.

SHAFFER. Yeah.

OWENS. And Bob got some of it, how much did I wind up with in all?

SHAFFER. You gave me \$200, I believe, and gave Bob \$200.

OWENS. That left me ah——

SHAFFER. \$800. Ain't that right? I believe that's right now, ah may be wrong on it, Buck.

Mr. KENNEDY. This, again, supports the testimony that after the dynamite was taken from Odessa, and brought to San Antonio, that it was left outside the house of Mr. Owens, and then you, Mr. Shafer, came and helped transport it into this trailer camp, or this place that they had rented. This recording would seem to support that.

Do you have anything to say about that?

Mr. SHAFFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. And you talked about how nervous you were at transferring the dynamite; is that correct?

Mr. SHAFFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. I didn't think you folks ever got nervous. I thought you were brave people to go out and beat up folks, and shoot at them, and dynamite them. I thought that took a lot of bravery to do things like that. People like that wouldn't get nervous. Were you nervous?

Mr. SHAFFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. All right. Proceed.

May I ask, did you recognize your voice in this last recording?

Mr. OWENS. Yes, sir, I did.

The CHAIRMAN. Whose other voice did you recognize?

Mr. OWENS. Raymond C. Shafer.

The CHAIRMAN. Do you recall personally that conversation?

Mr. OWENS. Yes, sir; I do.

The CHAIRMAN. Is this recording true and accurate except as to the obscene or profane language that may have been deleted from it?

Mr. OWENS. Yes, sir.

The CHAIRMAN. All right. Proceed.

Play the third recording.

(A recording was played at this point.)

The CHAIRMAN. Mr. Smith, you have heard the playing of this recording. Is it true and accurate, except as to profane and obscene language that may have been deleted?

Mr. SMITH. Yes, sir; it is.

The CHAIRMAN. Mr. Owens, do you recognize your voice in that recording?

Mr. OWENS. I do.

The CHAIRMAN. Whose other voice do you recognize?

Mr. OWENS. Raymond C. Shafer.

The CHAIRMAN. Were these recordings made or these conversations had some time after September 15, 1955?

Mr. OWENS. Yes, sir.

The CHAIRMAN. I understood in the beginning, Mr. Smith, the first recording was on September 15, 1955.

Mr. SMITH. Senator, the whole recording was made on the same date, September 15, 1955.

The CHAIRMAN. I understand now. These recordings that we are now playing were a part of the 3- or 4-hour conversation and these were excerpts from one meeting and one continuous conversation between these two men?

Mr. SMITH. Yes, sir.

The CHAIRMAN. All right. Thank you very much. This transcript of this recording may be printed in the record at this point, and the record may be made exhibit No. 19.

(The record referred to was marked "Exhibit No. 19" for reference and may be found in the files of the select committee.)

(The recording follows:)

OWENS. Uh-huh. On that dynamite, you know, as, we hauled over to that house, you know, ah, when I first brought it in from Odessa and you met me out there on the highway, well don't you know, you met me on the highway, we took it on out to my house; didn't we?

SHAFFER. Yeah, uh-huh.

OWENS. And then we, ah—

SHAFFER. Put it in the garage apartment.

OWENS. What, what, what did you tell them old people we was?

SHAFFER. Insurance salesmen.

OWENS. Oh, yeah, insurance salesmen.

SHAFFER. That son of a b— started wanting to buy insurance. Well, I said, "That's out of our department. We sell stock in insurance companies."

[Laughter.]

OWENS. It would have been h— if he'd been a millionaire and wanted it.

SHAFFER. I would have had to get somebody else to a sold that son of a b— some stock.

Mr. KENNEDY. Now, Mr. Shafer, this recording would support Mr. Owens' own testimony that the dynamite was taken and stored in a garage apartment, and when you rented the garage apartment that you described yourself as an insurance salesman. Is that correct?

Mr. SHAFFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. And it would also indicate that you received back some \$200 yourself.

Mr. SHAFFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Have any of your superiors in the Teamsters Union or any of its governing agencies undertaken to discipline you in any way for your connection with this violence and terrorism that was imposed down there?

Mr. SHAFFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Have you received the slightest reprimand from any of your superiors?

Mr. SHAFFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. For any of these acts?

Mr. SHAFFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Have they criticized you in any way for inefficiency or lack of good judgment or any other failure to carry out this program of sabotage and intimidation and violence?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Do you think that a union official occupying the position you do should engage in such tactics?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Are we to assume from that that you do believe it is proper to engage in violence to achieve your ends as a labor leader or representative?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Could we assume that a man who is not involved in these things would have any fear or hesitancy in stating the truth and denying it if it were true?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. You are unwilling then, I take it, to cooperate with your Government in trying to give information that you may have that would enable the Congress to get the facts upon which to legislate to eradicate these evils that persist in some areas?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. By refusing to answer, you fail to cooperate. Do you want to leave the record that way, that you are unwilling to cooperate with your Government to the end that these evils might be corrected?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Well, that does answer it. You refuse to cooperate. In other words, are we to assume then that you condone these crimes and this violence?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Proceed.

Mr. KENNEDY. We will play another recording. This is S-2, that is the next one.

(A recording was played.)

The CHAIRMAN. All right, Mr. Smith, have you heard this recording?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Is it correct, true, and accurate, except as to the deletions that the Chair has previously referred to?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Mr. Owens, do you recognize your voice in this recording?

Mr. OWENS. Yes, sir; I do.

The CHAIRMAN. As referred to Mr. Shafer over here according to the transcript I have, on page 2, there is this part of the conversation:

OWENS. Well, who brought the dynamite down that night, you and——

SHAFER. Me and Eddie.

Do you know who Eddie is?

Mr. OWENS. That is Eddie Hass, H-a-s-s, I know him.



The CHAIRMAN. I see you make reference to it again, that is, Eddie Hass. "Eddie" all of the way through here is Eddie Hass?

Mr. OWENS. Yes, sir.

The CHAIRMAN. Is there anything inaccurate about this recording?

Mr. OWENS. No, sir.

The CHAIRMAN. You state under oath that it is correct, true, and accurate, except as to the deletions for obscene language or profane language?

Mr. OWENS. Yes, sir, I do.

The CHAIRMAN. You recall that is a part of the same continuing conversation?

Mr. OWENS. Yes, sir, it is.

The CHAIRMAN. The transcript of this recording may be printed in the record at this point.

(The recording follows:)

OWENS. He gave me a rough deal on that Austin, you know that Austin Fireproof Building we blowed up?

SHAFFER. Unh, yeah.

OWENS. You know, that Austin Fireproof Building we blowed up in Austin? That son of a b——, he gimme \$50 and he give Buddy Springer \$50. How much did you pay him?

SHAFFER. \$200.

OWENS. You paid him \$200?

SHAFFER. Sure did. Eddie gave it to Bob or Pat one, I don't know which one he give it to, but that's what I gave—\$200.

OWENS. Well, did you give it to him the night you brought the dynamite—

SHAFFER. Naw, I sure didn't.

OWENS. To Austin? You didn't give it to him then?

SHAFFER. No, it was about 3 or 4 nights later.

OWENS. Well, he paid me that night.

SHAFFER. He did? Well, I sure didn't give it to him.

OWENS. He give me \$50 and give Buddy \$50.

SHAFFER. I give it to him about three or four nights later. See, they called me on Sunday evening—

OWENS. Uhh.

SHAFFER. Spur the G—— d—— moment, I mean I knew that they was trying to make plans for it, f——, there wasn't a G—— d—— thing open. I couldn't get no G—— d—— money or a d—— thing.

OWENS. Where did you get the dynamite?

SHAFFER. I think it came out of Tennessee.

OWENS. Tennessee?

SHAFFER. I think so; I believe that's where it come from.

OWENS. Did Johnson bring it down to you?

SHAFFER. No; one of the boys over at Tennessee brought it to me on that particular deal.

OWENS. Naw, he gave me \$50 and he gave Buddy \$50 and told me that you just gave him \$150 to blow the d—— place up.

SHAFFER. \$150, no, that's d—— sure wrong. Me and Bob and Pat and I'll face Pat any G—— d—— time.

OWENS. That makes me so mad, I just——

SHAFFER. I'll face the son of a b—— and I've got proof as to how much it was because Eddie, I gave the money to Eddie and Eddie brought it down. I don't know whether he gave it to Bob or gave it to Pat, they gave it to one or the other. I don't know which one he gave it to.

OWENS. Well, who brought the dynamite down that night, you and——

SHAFFER. Me and Eddie.

OWENS. You and Eddie Hass?

SHAFFER. But that is the honest to God truth on it, on the amount, and I'll face old Pat in it and we'll bring Eddie in, because Eddie knows the amount that was given on it.

OWENS. Did he give the money to Eddie Hass or did you give it to Pat Davis?

SHAFFER. Either to Pat or Bob, I don't know which one he gave it to, anyway he was coming back through Austin and he dropped it off there in Austin.

OWENS. Uhh.

SHAFFER. Ah, it was three or four nights later, I don't know, two or three nights, I don't know, but anyway, it wasn't that particular night because it was about 6 o'clock when Pat called me, and I'll swear the devil he did it.

OWENS. But what made me mad was, I wouldn't have minded it so bad, h——, I would have gone up there and set the dynamite under the building myself (inaudible).

The CHAIRMAN. All right, Mr. Shafer, do you want to comment on it?

Mr. SHAFFER. I respectfully decline to answer on the grounds my answer may tend to incriminate me.

The CHAIRMAN. By that I assume you wouldn't care to comment on it; is that correct?

Mr. SHAFFER. I respectfully decline to answer on the grounds my answer may tend to incriminate me.

The CHAIRMAN. I am giving you a chance, and you can say "Yes" or "No" to that without incriminating yourself. Whether you want to comment or not, you can say no, you don't. You are given the chance, you admit that, don't you?

Mr. SHAFFER. I might consult with my counsel.

The CHAIRMAN. Let the record show that he is being given the chance to comment on it, and we will remain silent for a moment or two to see if you wish to speak.

(The witness consulted with his counsel.)

The CHAIRMAN. Silence is up. Proceed, Mr. Kennedy, and there was no indication from the witness that he cared to comment.

Mr. KENNEDY. This is the transcript of the conversation where there is the admission about the \$200. Do you have any comment on that, the \$200 that was paid in order to blow the Austin Fireproof Building up?

Mr. SHAFFER. I respectfully decline to answer on the grounds my answer may tend to incriminate me.

Mr. KENNEDY. Then there is rather an interesting comment here by you that the dynamite used in another deal came from Tennessee, from the boys over at Tennessee.

Mr. SHAFFER. I respectfully decline to answer on the grounds my answer may tend to incriminate me.

Mr. KENNEDY. Could you tell us who it was in Tennessee that brought it over?

Mr. SHAFFER. I respectfully decline to answer on the grounds my answer may tend to incriminate me.

Mr. KENNEDY. Was that "Hard-of-Hearing Smitty" or Glenn Smith, or who would it have been?

Mr. SHAFFER. I respectfully decline to answer on the grounds my answer may tend to incriminate me.

Mr. KENNEDY. When we had the Smiths up here before the committee, we heard testimony about them going into North Carolina and into Kentucky, as well as Louisiana when they were involved in violence and dynamitings. Now, we find that they also went into Texas, and that you sent some of your dynamite down into Louisiana as well. This was sort of an operation that covered the whole of the South; is that right?

Mr. SHAFER. I respectfully decline to answer on the grounds my answer may tend to incriminate me.

Mr. KENNEDY. You just move dynamite around from one place to another, and blew anybody up that stood in your way; is that right?

Mr. SHAFER. I respectfully decline to answer on the grounds my answer may tend to incriminate me.

Mr. KENNEDY. That is known as "organizing the unorganized" by Mr. Hoffa; is that correct?

Mr. SHAFER. I respectfully decline to answer on the grounds my answer may tend to incriminate me.

Mr. KENNEDY. Do you find that is more effective than just ask somebody if they want to join a union?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. Could you explain why the other method has been used very effectively throughout the United States, just asking people if they want to join a union and they do join the union? Do you find that your way, the Teamster way, is more effective, just blow them up if they won't?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. We have another one.

The CHAIRMAN. Let this last recording just played be made exhibit No. 20 for reference.

(The record referred to was marked "Exhibit No. 20" for reference, and may be found in the files of the select committee.)

The CHAIRMAN. I have already ordered the transcript of that recording printed in the record.

Senator ERVIN. Mr. Shafer, you have been asked whether or not you knew several persons in the Teamsters, and in every case you have replied that if you admitted your acquaintance with them that your answer or admission would tend to incriminate you. Do you know Jimmy Hoffa?

Mr. SHAFER. May I consult with counsel?

(Witness consulted with his counsel.)

Mr. SHAFER. I respectfully decline to answer.

Senator ERVIN. Do you know a single International officer of the Teamsters Union?

Mr. SHAFER. May I consult with counsel?

Senator ERVIN. You may consult with him.

(The witness consulted with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator ERVIN. Who was your immediate superior? And I don't mean his name, but what office in the Teamsters was your immediate superior?

Mr. SHAFER. I would like to consult with counsel.

Senator ERVIN. You may consult with him.

(Witness consulted with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator ERVIN. Could you tell me the name of a single Teamsters Conference officer in the jurisdiction in Texas and where you operate



as business manager of this local, whose identification you can disclose to this committee without incriminating yourself?

Mr. SHAFER. I would like to consult with counsel.

Senator ERVIN. You may consult with him.

(Witness consulted with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator ERVIN. Are you a native of Texas by birth?

Mr. SHAFER. May I consult with counsel?

(Witness consulted with his counsel.)

Mr. SHAFER. Yes.

Senator ERVIN. Where were you born in Texas?

Mr. SHAFER. May I consult with counsel?

Senator ERVIN. You may do so.

(Witness consulted with his counsel.)

Mr. SHAFER. Denton County, Tex.

Senator ERVIN. I want to put one final question to you. It may be somewhat long, and so I will ask you to pay close attention to it.

Don't you think that things have come to a pretty sorry pass in this land of the free and home of the brave, when a native born Texan who happens to have served as a business manager of a local union of the Teamsters takes the witness stand and declares upon his oath that he cannot admit an acquaintance with any international officer or any conference officer of the Teamsters Union without incriminating himself in the possible commission of some criminal offense?

Mr. SHAFER. I am sorry; I don't follow your question.

Senator ERVIN. I will put it to you again. Just as one American citizen to another, don't you think that things have come to a pretty sorry pass in this land of the free and this home of the brave, when a native born Texan who happens to be the business manager of a local union of the Teamsters, the biggest union in the United States, takes the witness stand and declares upon his oath that he cannot admit that he knows a single international officer of the Teamsters or a single conference officer of the Teamsters without tending to incriminate himself in the commission of some criminal offense?

Mr. SHAFER. I would like to consult with counsel.

Senator ERVIN. You may consult with him.

(Witness consulted with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator ERVIN. That is all.

Senator CURTIS. Where were you living, Mr. Shafer, in 1950?

Mr. SHAFER. I would like to consult with counsel, please.

(Witness consulted with counsel.)

Mr. SHAFER. I was living in Dallas, Tex.

Senator CURTIS. And when did you move from Dallas, Tex.?

Mr. SHAFER. Could I consult with counsel.

(Witness consulted with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. By whom were you employed in Dallas?

Mr. SHAFER. Could I consult with counsel?

(Witness consulted with his counsel.)

Mr. SHAFER. Was that in 1950, sir?

Senator CURTIS. Yes.

Mr. SHAFER. For Brown Express.

Senator CURTIS. For Brown Express?

Mr. SHAFER. Yes, sir.

Senator CURTIS. That is a trucking company?

Mr. SHAFER. Yes, sir.

Senator CURTIS. How long did you work for them?

Mr. SHAFER. May I consult with counsel?

(Witness consulted with his counsel.)

Mr. SHAFER. From July, I believe, 1948.

Senator CURTIS. Until when?

Mr. SHAFER. Until 1951 or 1952, one or the other, and I don't remember.

Senator CURTIS. For whom did you go to work then?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. Who have you worked for since you quit working for Brown Express?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. Have you worked for more than one employer since you left Brown Express?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. Are you now employed by the Teamsters?

Mr. SHAFER. I respectfully decline—may I consult with counsel, sir?

Senator CURTIS. Yes.

(Witness consulted with his counsel.)

Mr. SHAFER. I am now the business manager for local 657.

Senator CURTIS. How long have you been employed by the Teamsters Union in some capacity or other?

Mr. SHAFER. Could I consult with counsel?

Senator CURTIS. Yes.

(Witness consulted with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. The Chair, with the approval of the committee, orders and directs the witness to answer that question.

Mr. SHAFER. May I consult with counsel?

The CHAIRMAN. You may.

(Witness consulted with his counsel.)

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. That order and direction will continue throughout your appearance here, as a witness.

Senator CURTIS. Is there any indictment or other charge of any kind pending against you now?

Mr. SHAFER. May I consult with counsel?

(The witness consulted with his counsel.)

Mr. WOODS. Mr. Chairman, may I comment on that, sir?

The CHAIRMAN. I beg your pardon?

Mr. WOODS. May I comment on the Senator's question?

The CHAIRMAN. You may ask the Chair for any information you desire.

Mr. WOODS. I would like to have permission, sir, to comment on the pending indictments.

The CHAIRMAN. You may advise your client, of course, and now if you wish to take up something with the committee, you address your request to the Chair. What you are saying is you want to comment on Senator Curtis' question.

Senator CURTIS. He said he wanted to comment on the indictments. I asked if there was any other indictment or other charge pending against the witness.

The CHAIRMAN. The witness may answer, and then the Chair will permit the counsel to make some comment. If it is the purpose of counsel to simply inform the committee of the status of any proceedings against his client, I think it would be proper to permit counsel to do that, if that is the purpose of it.

Mr. WOODS. That is the purpose of it.

The CHAIRMAN. You may proceed.

Mr. WOODS. There are pending against the witness two criminal indictments, one in Bexar County, in which San Antonio is located, and the other at Austin, Tex.

The CHAIRMAN. What are the indictments for, Mr. Counsel?

Mr. WOODS. It is my understanding, Mr. Chairman, that one indictment is for conspiracy to commit arson, and I am not certain of the exact charge in the other indictment.

The CHAIRMAN. You do not represent him in those?

Mr. WOODS. I do not.

The CHAIRMAN. All right. Thank you.

Mr. KENNEDY. I understand that the second indictment is for the possession of a bomb.

Mr. WOODS. It may be, Mr. Kennedy.

Mr. KENNEDY. Could you give the dates of the indictments?

Mr. WOODS. I have them in my briefcase in the hearing room, and I understood from previous conversations with Mr. Kamerick that he also has copies of those indictments.

The CHAIRMAN. Do we have copies of them?

Mr. KAMERICK. This is a copy.

Mr. KENNEDY. Should we read them in? One is to have in his possession and control a bomb. The other is to set fire to burn the house of Wayne Neal, which I understand is also the Leeway terminal. And the indictments came down, or are dated November of 1955.

The CHAIRMAN. Now, Mr. Witness, do you wish to comment upon the fact, or make a statement that you are under indictment or do you decline?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Your attorney has already incriminated you. He said that you are indicted, and do you want to refute that?

Mr. SHAFER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Now, you see, Mr. Counsel, that is what we get into here. I want to be most courteous to counsel, and I certainly do not criticize you in any way for trying to get these facts before the committee. It is probably more helpful to the client than he realizes, but



we get no cooperation out of him whatsoever. I would like to extend every courtesy and be as accommodating as cooperation or lack of cooperation permits in trying to get the facts on the record. That is why we have to use some care in trying to keep these hearings in their proper perspective.

All right, Mr. Counsel, proceed.

(Members of the select committee present at this point in the proceedings were Senators McClellan, Ervin, and Curtis.)

Mr. KENNEDY. Mr. Chairman, could we go through a few more of these?

The CHAIRMAN. All right.

(A recording was played.)

The CHAIRMAN. Mr. Smith, do you recognize this as a true excerpt of the original recording?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Subject to such deletions as may have been made for reasons stated?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Mr. Owens, do you recognize your voice?

Mr. OWENS. Yes, sir; I do.

The CHAIRMAN. Do you also recognize the other voice?

Mr. OWENS. Yes, sir; I do. It is Raymond C. Shafer.

The CHAIRMAN. Is that the same Raymond C. Shafer who is now present on the witness stand?

Mr. OWENS. Yes, it is.

The CHAIRMAN. And all of these recordings, when you refer to Raymond C. Shafer's voice, in these recordings you identify that voice as the voice of this Raymond C. Shafer who is now present and testifying before the committee?

Mr. OWENS. Yes, sir.

The CHAIRMAN. This recording may be printed in the record at this point. The recording itself may be made exhibit No. 21.

(The recording referred to was marked "Exhibit No. 21" for reference and may be found in the files of the select committee.)

(The recording follows:)

OWENS. You know, ah, the night I blowed up that Fireproof for you.

SHAFFER. Uh, huh.

OWENS. Why, ah, you know later on you told me that there was a d—— night watchman over there. How'd you find that out?

SHAFFER. Through an old boy that worked up there at a service station that we knew, that we had been trading with, lived down the street there.

OWENS. You know, it's a d—— wonder that I didn't get my fool head shot off there.

SHAFFER. Sure, that son of a b—— was sitting on the front porch.

OWENS. You know, I've thought about that and just reached up here and felt to see if my old boney head was still there, boy. Have the Rangers been giving you any more trouble?

Mr. KENNEDY. Mr. Chairman, this evidently refers to the matter that the witness is under indictment for, for the arson of Austin Fireproof. I will ask no questions about it.

The CHAIRMAN. Ask him no questions about it.

Proceed.

(A recording was played.)

The CHAIRMAN. Mr. Smith, do you recognize that as a true and correct excerpt from the original recording?

Mr. SMITH. Yes, sir.

The CHAIRMAN. It is the same as the original, except for such deletions for obscenity or profanity?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Mr. Owens, do you recognize the voices in this recording?

Mr. OWENS. I do; yes, sir.

The CHAIRMAN. Whose voices are they?

Mr. OWENS. Raymond C. Shafer and myself, Buck Owens.

The CHAIRMAN. That is the witness that is on the stand?

Mr. OWENS. Yes, sir; it is.

The CHAIRMAN. This recording may be inserted in the record at this point, the transcript of it, and the recording will be made exhibit No. 22.

(Recording referred to was marked "Exhibit No. 22" for reference and may be found in the files of the select committee.)

(The recording follows:)

OWENS. I was just wondering. Well, didn't ole, didn't Claude help you on some of these deals?

SHAFAER. Sure didn't. He went with Vic Lang once or twice on some work, but he d— sure never went with me on anything.

OWENS. What did old Vic Lang do?

SHAFAER. Not much of anything, throwing brickbats through the windshields and things like that.

OWENS. Through SMT.

SHAFAER. (inaudible). No; Alamo Express, but that's all either one of 'em ever done, but Claude never did go with me, period.

The CHAIRMAN. Proceed.

Mr. KENNEDY. I have a question about the excerpt that says "What did old Vic Lang do?" and your answer was "Not much of anything, throwing brickbats through the windshields and things like that."

In your estimation, that is not much of anything?

Mr. SHAFAER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. I wonder if that would make you nervous, to be driving a truck along at night and have someone throw a brickbat through your windshield.

Mr. SHAFAER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. In your early testimony, you said you were nervous about the shipment of dynamite. How do you think a driver would feel with someone throwing brickbats through his windshield?

Mr. SHAFAER. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. The purpose of doing those things is to intimidate and instill fear into him, and do injury or even kill him, if necessary, to have your way. Is that not correct?

Mr. SHAFAER. I respectfully decline to answer on the ground that it may tend to incriminate me.

The CHAIRMAN. Proceed.

(A recording was played.)

The CHAIRMAN. Mr. Smith, do you recognize this as a recording from the original, an excerpt from the original recording?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Is it true and accurate, except as to the deletions we have previously referred to?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Mr. Owens, do you recognize the voices?

Mr. OWENS. Yes, sir, I do.

The CHAIRMAN. They are yours and Mr. Shafer's, the witness now on the witness stand?

Mr. OWENS. Yes, sir; that is right.

(At this point Senator Curtis withdrew from the hearing room.)

The CHAIRMAN. Mr. Owens, I ask you now: Did you actually have these conversations with the witness, Raymond C. Shafer, who is now present and testifying? Did you personally actually have these conversations with him that are reflected here by these recordings or excerpts from the original recordings to which you have testified?

Mr. OWENS. Yes, sir; I sure did.

The CHAIRMAN. The transcript of this recording will be inserted in the record at this point and the recording will be made exhibit No. 23.

(Recording referred to marked "Exhibit No. 23" for reference, and may be found in the files of the select committee.)

(The recording follows:)

OWENS. You haven't got no more of that dynamite here; have you?

SHAFER. No; I never did move it from up yonder where you and Eddie took it.

OWENS. Did you pay old Eddie's gas bill and everything on that?

SHAFER. He had a courtesy card. I guess he—I imagine he used his courtesy card. I never did check to see.

OWENS. Well, the night that we burned up Lee Way and tried to bomb Alamo Motor Lines, was there ever any money passed on that, anyway?

SHAFER. No; sure wasn't; not a bit; not a thing.

OWENS. I was wondering. Eddie said something about that you said you was gonna give us \$100—\$50 apiece.

SHAFER. I never mentioned it to Eddie and Eddie never mentioned it to me.

OWENS. It doesn't make any difference, you know how it is. [Indistinguishable.]

The CHAIRMAN. Play recording S-9, please.

(A recording was played.)

The CHAIRMAN. Mr. Smith, do you recognize this excerpt as true and correct from the original recording?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Subject to the deletions that may have been made for obscene language and profanity?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Mr. Owens, do you recognize the voices in this recording?

Mr. OWENS. Yes, sir.

The CHAIRMAN. Whose voices are they?

Mr. OWENS. Raymond C. Shafer and myself.

The CHAIRMAN. That is the witness on the stand, Mr. Shafer?

Mr. OWENS. Yes, sir; it is.

The CHAIRMAN. Did you actually have this conversation with Mr. Shafer?

Mr. OWENS. Yes, sir; I did.

The CHAIRMAN. Were the subject matters you were discussing real? I mean, had these activities actually taken place or were they in process of taking place?



Mr. OWENS. They had taken place.

The CHAIRMAN. Who were the Mexicans you referred to?

Mr. OWENS. Those are Mexican people in old Mexico.

The CHAIRMAN. Who made the arrangements with this Mexican to do this job?

Mr. OWENS. Mr. Shafer said that he was the one who made the arrangements.

The CHAIRMAN. You don't know who the man was, but Mr. Shafer made the arrangements?

Mr. OWENS. Yes, sir; that is what Mr. Shafer told me.

The CHAIRMAN. This is when he told you?

Mr. OWENS. Yes, sir.

The CHAIRMAN. This is the language he used in telling you?

Mr. OWENS. Yes, sir; except for those words.

The CHAIRMAN. Well, except for the words that have been deleted. But this is true and accurate so far as it goes without the emphasis by obscene and profane language?

Mr. OWENS. Yes, sir; it is.

The CHAIRMAN. This transcript may be printed in the record at this point, and the recording may be made exhibit No. 24.

(Recording referred to marked "Exhibit No. 24" for reference and may be found in the files of the select committee.)

(The recording follows:)

OWENS. Oh, yeah, something else, Shafer. Doggone, you owe this to me.

SHAFER. What's that?

OWENS. When you all went to the valley and set them d—— trucks afire. You oughta told me, just called me and told me to get an alibi cause, man, I didn't have no alibi or nothing.

SHAFER. Well, the night that we done it, that was the time you were running for Alamo Motor Lines, the time it was done.

OWENS. I was?

SHAFER. Sure was.

OWENS. Well, that's good.

SHAFER. You and Beakley, and, ah, was running it, and so was Sawyer and ah, and ah, Stokes, that was the week, you know, when we had that splurge.

OWENS. Yeah. Aw, h——, did you set it afire or Suttle?

SHAFER. It wasn't either one of us, h——, no, we were too hot, we were hot on that son of a b——.

OWENS. Is something (inaudible) who done it, h——, you know I ain't going say nothing about it.

SHAFER. Across the river.

OWENS. Some Mexican across the river set if afire? How much did it cost you?

SHAFER. Huh?

OWENS. How much did it cost you?

SHAFER. \$25. Them sons a b—— will kill you for \$50 down there.

OWENS. You mean you give a Mexican \$25, and he went over and burned SMT trucks, no kiddin'?

SHAFER. They got a deal over there boy. Those union men can go over there and get any G—— d—— thing done you want done. They are strong than rat s—— over there.

OWENS. It cost you \$25.

SHAFER. Twenty-five bucks. You know how much that is? Over there, though, that's——

OWENS. Awe, that's at 12 to 1 isn't it?

SHAFER. 12.60 to 1.

OWENS. 12.60 to 1.

SHAFER. That son of a b—— he gave him about \$500.

OWENS. Yeah, and it cost you 25. How many done it.

SHAFER. I don't know.

OWENS. Don't have any idea?

SHAFER. Don't even know who it was.

OWENS. So it just cost you \$25 to get that job done.

SHAFFER. That's right. 25 bucks.

OWENS. Well, G—— d——, there ain't nothing wrong with that.

SHAFFER. I wouldn't go down there for that.

OWENS. G—— d—— you ought to have give them \$25 to blow up that Austin Fireproof instead of giving old Pat 200.

SHAFFER. Well, see, we didn't have any connection down there then, we just worked out an agreement with them people and we just got pretty close to them here lately.

OWENS. Well, can't you bring them Mexicans up here in this country?

SHAFFER. Pretty risky, on account of they're wetbacks, they can't come beyond that point where they check them, immigration see, they can come up a little way alongs that river you know, but they can't cross that G—— d—— checking point because they'll nab their a—— and take them back.

OWENS. Well, next time something like that breaks here I wish you would call me if I'm not working.

SHAFFER. I sure will.

OWENS. If I'm working it won't make no difference, if I'm not working, h——, I want to get an alibi.

SHAFFER. Sure will. If we got anything else to do, h—— I'll be happy to pay you to do it.

OWENS. Because you know, I mean, it's a chance that they may——

SHAFFER. That's right.

OWENS. They may be wise to me and they would pick me up.

SHAFFER. Uh-huh.

Mr. KENNEDY. Mr. Shafer, did you hire some Mexican for \$25 to set some of the trucks of SMT on fire?

Mr. SHAFFER. I respectfully decline to answer on the ground that it may tend to incriminate me.

Mr. KENNEDY. Had there been arrangements that you could get some Mexicans to come across the border and perform these acts of violence for very little money?

Mr. SHAFFER. I respectfully decline to answer on the ground that it may tend to incriminate me.

Mr. KENNEDY. Of course, you always used union funds for this purpose, did you not?

Mr. SHAFFER. I respectfully decline to answer on the ground that it may tend to incriminate me.

Senator ERVIN. Mr. Shafer, this transcript of this recording records you as having said to Mr. Owens that you could hire a Mexican for \$50 to kill a person. How did you find that out?

Mr. SHAFFER. I respectfully decline to answer on the ground that it may tend to incriminate me.

The CHAIRMAN. Are you willing to pay \$50 of your own money or of the union's money to have someone killed that may be in the way of the progress of the union's objectives?

Mr. SHAFFER. I respectfully decline to answer on the ground that it may tend to incriminate me.

The CHAIRMAN. You know, I kind of believe you would. I think you are giving that impression here today to everybody who is hearing you, or everyone who may read this record. Are you so callous to human life that you are unwilling to deny that you would do such a thing?

Mr. SHAFFER. I respectfully decline to answer on the ground that it may tend to incriminate me.

The CHAIRMAN. I rather think your answer would.

Senator ERVINS. Was the objective of this violence to procure members for the Teamsters whom you would, if obtained, would call brothers?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Here is the last one, Mr. Chairman.

The CHAIRMAN. Proceed with the next one.

(A recording was played.)

The CHAIRMAN. All right, Mr. Smith, do you identify and recognize this as a true excerpt from the original recording?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Mr. Owens, are those the voices, again, of you and Mr. Shafer, the witness on the stand?

Mr. OWENS. Yes, sir; it is.

The CHAIRMAN. This transcript of this recording—I may ask you two witnesses, Mr. Smith and Mr. Owens, you have each followed the transcripts of these recordings, excerpts from the original recordings, you have each followed them as they have been played?

Mr. SMITH. Yes, sir.

Mr. OWENS. Yes, sir.

The CHAIRMAN. These transcripts of them are true and correct, are they?

Mr. SMITH. Yes, sir.

Mr. OWENS. Yes, sir; they are correct.

The CHAIRMAN. Including those who have already heard and this one just made?

Mr. SMITH. Yes, sir.

Mr. OWENS. Yes, sir.

The CHAIRMAN. This transcript may be placed in the record at this point. The recording may be made exhibit No. 25.

(Recording referred to marked "Exhibit No. 25" for reference and may be found in the files of the select committee.)

(The recording follows:)

SHAFER. Say, did you know that that stuff blew up?

OWENS. Huh?

SHAFER. That stuff blew up.

OWENS. Blowed up?

SHAFER. Uh-huh, that we sold.

OWENS. It blew up.

SHAFER. Uh-huh, about \$5,000 worth of stuff.

OWENS. Whereabouts did that all happen at?

SHAFER. I don't know [inaudible].

OWENS. You mean that, that Bunch and them took out of here—

SHAFER. Yeah, and a lot more.

OWENS. And it all blew up, did it kill anybody?

SHAFER. I think it was in storage.

OWENS. God Almighty.

SHAFER. I think it was nitro that caused it.

Mr. KENNEDY. Mr. Shafer, this refers to the dynamite that was sold to these two union officials in Louisiana, Johnson and Bunch. This dynamite exploded; did it?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. But you did sell it to them for use in Louisiana, for the Teamster Union's use in Louisiana?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. How much did you get for it? I just want to know what it is worth.



Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. You don't say you are disqualified and don't know, or you are not qualified and wouldn't know the value of it, do you?

Mr. SHAFER. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Proceed.

Mr. KENNEDY. Mr. Chairman, we have Mr. Johnson and Mr. Bunch here. I thought maybe it would be well to have them come around and we could ask them if they did receive the dynamite and as to what happened to it.

The CHAIRMAN. Are we through now with the recordings?

Mr. KENNEDY. We have some recordings for another witness.

The CHAIRMAN. I mean this series of recordings.

Mr. KENNEDY. Yes.

The CHAIRMAN. Are we through, for the present, with witnesses Smith and Owens?

Mr. KENNEDY. Yes, we are.

The CHAIRMAN. Gentlemen, would you please stand aside.

Call the other two witnesses.

Mr. KENNEDY. Mr. Bunch and Mr. Johnson.

The CHAIRMAN. Be sworn, please, gentlemen.

You and each of you do solemnly swear that the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. JOHNSON. Yes, sir.

Mr. BUNCH. I do.

### TESTIMONY OF E. F. JOHNSON AND R. B. BUNCH, ACCOMPANIED BY COUNSEL, WARREN WOODS

The CHAIRMAN. Mr. Bunch, will you state your name, your place of residence, and your business or occupation.

Mr. BUNCH. My name is R. B. Bunch. I live at 3926 Rawlings Street, Dallas, Tex. I am an organizer for the Southern Conference of Teamsters.

The CHAIRMAN. Thank you very much.

Mr. E. F. "Foots" Johnson, will you state your name, your place of residence, and your business or occupation.

Mr. JOHNSON. E. F. Johnson, Shreveport, La., 2727 Anheret, business agent for local 568.

The CHAIRMAN. Thank you. Gentlemen, do you have counsel?

Mr. JOHNSON. Yes, sir.

The CHAIRMAN. Mr. Counsel—Mr. Woods, is it, who is also representing Mr. Shafer?

Mr. WOODS. Yes, sir.

The CHAIRMAN. Mr. Woods, you may act as their counsel.

Proceed, Mr. Kennedy.

Mr. KENNEDY. Mr. Johnson, are you also business manager of local 568?

Mr. JOHNSON. I refuse to answer on the grounds that it may incriminate me. Respectfully.

The CHAIRMAN. "Respectfully decline." It sounds a little more respectful, I believe.

The Chair, with the approval of the committee, orders and directs you to answer the question.

Mr. JOHNSON. I respectfully decline to answer the question on the grounds of possible self-incrimination.

The CHAIRMAN. That order will stand throughout these proceedings. Proceed.

Mr. KENNEDY. According to our information, you are also business manager of local 568, which, of course, would be the most important position in that local. I am trying to get the record clarified, Mr. Johnson. You said you were business agent. At least you can tell us whether it is business manager also.

(The witness conferred with his counsel.)

Mr. JOHNSON. I am a business manager.

The CHAIRMAN. That complies with the orders of the Chair. Proceed, Mr. Kennedy.

Mr. KENNEDY. How long have you been business manager?

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. The Chair, with the approval of the committee, orders and directs you to answer the question.

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. That order stands throughout the proceeding.

Mr. KENNEDY. Mr. Bunch, you work for the Southern Conference of Teamsters? I believe you stated that. You are an organizer for the Southern Conference of Teamsters?

Mr. BUNCH. May I consult counsel?

Mr. KENNEDY. Yes.

(Witness consulted with his counsel.)

Mr. BUNCH. I am now an organizer for the Southern Conference of Teamsters.

Mr. KENNEDY. And you work for Mr. Dusty Miller; do you not?

Mr. BUNCH. I respectfully decline to answer on the grounds of possible self-incrimination.

The CHAIRMAN. The Chair, with the approval of the committee, orders and directs the witness to answer the question.

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. That order stands throughout these proceedings.

Mr. KENNEDY. Mr. Chairman, this is a photostatic copy of a registration card of the El Montan Motor Court. I would like to have the witnesses identify that.

The CHAIRMAN. The Chair presents to each of you witnesses a photostatic copy of what appears to be a registration at the El Montan Motor Court, with the pen writing on it "checked 5-26-56," by Zeno Smith, Texas Rangers. It appears to have the registration of E. F. Johnson and R. B. Bunch, of 222½, apparently, Milan Street, Shreveport, La.

It shows that the date of the registration was January 4, 1955.

Will you examine that, Mr. Bunch, and state if you recognize it as the registration you made at that motor court?

(A document was handed to Witness Bunch.)

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. Is that your handwriting, the registration E. F. Johnson and R. B. Bunch?

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. Do you think that anywhere you might register at a hotel, a motel, for accommodations might incriminate you?

Mr. BUNCH. I respectfully decline to answer on the grounds of possible self-incrimination.

The CHAIRMAN. Mr. "Foots" Johnson, will you examine that registration card, please, and state if you identify it?

(A document was handed to Witness Johnson.)

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. You say you were not there on that date?

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. What do you say, Mr. Bunch? Were you there on that date?

Mr. BUNCH. I respectfully decline to answer on the grounds of possible self-incrimination.

The CHAIRMAN. Mr. "Foots" Johnson, is that your handwriting there, the registration of E. F. Johnson and R. B. Bunch?

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. Do you gentlemen feel that you might incriminate yourselves if you gave an honest and truthful answer, do you?

Mr. BUNCH. May we consult?

The CHAIRMAN. Yes.

(The witnesses conferred with counsel.)

Mr. JOHNSON. Yes.

Mr. KENNEDY. Mr. Chairman, we also had the testimony that the dynamite was transported from Texas to Louisiana in a U-Haul-It car in Texas to bring the dynamite down to Louisiana. We have there a rental slip for a U-Haul-It truck during the period of time these gentlemen were staying at the motel.

The CHAIRMAN. All right. This registration card will be made exhibit No. 26.

(Card referred to marked "Exhibit No. 26" for reference and will be found in the appendix on p. 15753.)

The CHAIRMAN. Mr. E. F. "Foots" Johnson, I hand you a photostatic copy of a one-way trailer lease contract between U-Haul Co., lessor, and Elbert Forest Johnson, of 2724 Anherst Street, Shreveport, La. It is dated January 4, 1955, the same date as the motel registration which you have just examined and testified about.

I ask you, Mr. Johnson, to examine this photostatic copy of that lease contract and see if you recognize it.

(Document handed to witness Johnson.)

Mr. JOHNSON. May I consult with my counsel?

The CHAIRMAN. Yes.

(Witness consulted with his counsel.)

Mr. JOHNSON. I respectfully decline to answer on the grounds of possible self-incrimination.

The CHAIRMAN. Mr. Johnson, is this your signature on the bottom of that card where it says "Lessee's signature"?



Mr. JOHNSON. I respectfully decline to answer on the grounds of possible self-incrimination.

The CHAIRMAN. Let this be made exhibit 27.

(Document referred to marked "Exhibit No. 27" for reference will be found in the appendix on p. 15754.)

The CHAIRMAN. I ask you now to examine the E. F. Johnson on this lease contract for the truck, and the E. F. Johnson signature on the registration card, and state if you don't find them to be in the same handwriting.

(Documents handed to Witness Johnson.)

Mr. JOHNSON. May I consult my counsel?

The CHAIRMAN. Yes.

(Witness consulted with his counsel.)

Mr. JOHNSON. I respectfully decline to answer on the grounds of possible self-incrimination.

The CHAIRMAN. Is that your signature?

Mr. JOHNSON. I respectfully decline to answer the question on the grounds of possible self-incrimination.

The CHAIRMAN. Would you be so kind as to write your name, E. F. Johnson, on this pad that I hand to you?

Mr. JOHNSON. May I consult my attorney?

The CHAIRMAN. Yes.

(The witness conferred with his counsel.)

Mr. JOHNSON. I respectfully decline to write my name on the pad on the ground of possible self-incrimination.

The CHAIRMAN. You are afraid to even compare your signature with those of the past, your signature of today with those of the past?

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. Do you know any other conclusion that could be reached except that if you gave a truthful answer, you might incriminate yourself?

Mr. JOHNSON. May I consult my counsel?

The CHAIRMAN. Yes.

(Witness conferred with his counsel.)

Mr. JOHNSON. I decline to answer on the grounds of possible self-incrimination.

The CHAIRMAN. Proceed, Mr. Kennedy.

Mr. KENNEDY. Another matter which is of some interest, Mr. Chairman, is the fact that the address given to the El Montan Motor Court, 222½ Milan Street, Shreveport, La., is the headquarters of the Teamsters Union; is it not, in Shreveport?

The CHAIRMAN. Is that correct?

Mr. JOHNSON. I respectfully decline to answer on the grounds of possible self-incrimination.

The CHAIRMAN. Is that correct, Mr. Bunch?

Mr. BUNCH. I respectfully decline to answer on the grounds of possible self-incrimination.

The CHAIRMAN. Don't you see how silly it is? Anybody can walk down there and find out if that is the headquarters or not. How would it incriminate you if the thing is there? It is a fact. It is real. Anyone can see it. Anyone can find it. Do you think you are concealing anything by your answer?

Mr. BUNCH. I respectfully decline to answer on the grounds of possible self-incrimination.

The CHAIRMAN. Proceed.

Mr. KENNEDY. Mr. Chairman, Mr. Kamerick, who has been sworn, can testify as to whether this is the location of the Teamsters headquarters.

There is another matter about the tracing of the U-Haul-It truck down to Shreveport, La., by Mr. Kamerick, which you might want to have in the record.

The CHAIRMAN. Mr. Kamerick, you have been previously sworn. You may proceed.

### TESTIMONY OF PAUL E. KAMERICK—Resumed

Mr. KENNEDY. Mr. Kamerick, is that the headquarters of the Teamsters Union?

Mr. KAMERICK. Yes, sir; I was there, and I talked to Mr. Johnson there.

The CHAIRMAN. Mr. Johnson? Which Mr. Johnson?

Mr. KAMERICK. Mr. E. F. Johnson, the witness.

The CHAIRMAN. Right in the headquarters?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. Mr. Johnson, do you deny that?

Mr. JOHNSON. May I consult my counsel?

The CHAIRMAN. Yes.

(Witness conferred with his counsel.)

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. Mr. Kamerick, about what date was it that you interviewed or saw or talked to Mr. Johnson at that Teamster address?

Mr. KAMERICK. I would have to consult my records to say exactly, Mr. Chairman.

The CHAIRMAN. About when was it?

Mr. KAMERICK. Approximately in January of this year.

The CHAIRMAN. All right.

You don't mean that you have forgotten about the incident, do you, Mr. Johnson?

(Witness conferred with counsel.)

Mr. JOHNSON. May I consult my legal—

The CHAIRMAN. Yes.

(Witness conferred with his counsel.)

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

Mr. KENNEDY. Mr. Kamerick, did you also attempt to find out whether a trailer, in fact, came from San Antonio, Tex., down to Shreveport, La.?

Mr. KAMERICK. Yes, I did. I have a letter, Mr. Counsel, from Arcoa, Inc., Portland, Oreg., which is a clearinghouse for U-Haul-It trailer rental equipment. What this letter says in substance is that trailer No. 121 UV 1189, was rented in San Antonio early in January; that this number coincides with the number of this U-Haul application; and that the next rental of this trailer was from Shreveport, La., a few days later.

The CHAIRMAN. That letter may be made exhibit No. 28.

(Document referred to was marked "Exhibit No. 28" for reference, and will be found in the appendix on p. 15755.)

Mr. KENNEDY. Under the terms of the lease, the individuals when they rented it in San Antonio were to take it to Shreveport and turn it into the dealer there?

Mr. KAMERICK. That is correct.

Mr. KENNEDY. You were able to find out that the trailer was turned in, and rented out of Shreveport, La., several days afterward?

Mr. KAMERICK. That is correct.

Mr. KENNEDY. We also had the testimony, Mr. Johnson and Mr. Bunch, that the dynamite, when it was brought down there, and we have the tape recordings that after it was stored there, it exploded. Could you tell us about that?

Go ahead, Mr. Johnson.

Mr. JOHNSON. I respectfully decline to answer on the grounds of possible self-incrimination.

Mr. KENNEDY. Can you tell us about it at all, Mr. Bunch?

Mr. BUNCH. I respectfully decline to answer on the grounds of possible self-incrimination.

The CHAIRMAN. Mr. Johnson, which one of you were in charge of the other on this mission?

Mr. JOHNSON. May I consult?

The CHAIRMAN. Yes.

(Witness consulted with his counsel.)

Mr. JOHNSON. I respectfully decline to answer on the grounds of possible self-incrimination.

The CHAIRMAN. How about you, Mr. Bunch? Wouldn't you like to tell us who was boss on this mission, you or Mr. Johnson?

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. How would it incriminate you to say that you were the boss?

(Witness consulted with his counsel.)

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. Proceed.

Mr. KENNEDY. Mr. Kamerick, did you make an examination of the situation, the records, in Louisiana, to determine whether there had been an explosion during the period of time after this dynamite had been delivered to Shreveport?

Mr. KAMERICK. Yes, I did.

Mr. KENNEDY. Tell the committee what you found out.

Mr. KAMERICK. In the search of the records of the sheriff's office in Shreveport, and of the newspaper files there, in both places there was described an explosion which took place at 2:50 p. m., on the 3d of February 1955. That, as you will note, is approximately 1 month after the dynamite was transported to Louisiana. This explosion was of some substantial proportion. The newspaper item says that it was heard 30 miles away. The explosion blew limbs off trees and tore down barbed wire fences, breaking off concrete posts even with the ground.

The sheriff's office examined and found a hole in the ground. This, incidentally, was located, according to the sheriff's report, near Sum-



mer Grove, about 100 yards south of Dead Man's Curve on old Highway U.S. 171.

The CHAIRMAN. Was this report furnished you by the sheriff?

Mr. KAMERICK. Yes, sir; it was.

The CHAIRMAN. That report, as furnished by the sheriff, may be made exhibit No. 29.

(The report referred to was marked "Exhibit No. 29" for reference and may be found in the files of the select committee.)

Mr. KENNEDY. Did they make an examination or investigation to find out what had caused the explosion?

Mr. KAMERICK. Yes, but they were unable to determine what the cause was.

Mr. KENNEDY. It was a gigantic, mysterious explosion?

Mr. KAMERICK. That is correct.

Mr. KENNEDY. Was that your dynamite going off, Mr. Johnson, a month after you got down there?

Mr. JOHNSON. I respectfully decline to answer the question on the ground of possible self-incrimination.

Mr. KENNEDY. Can you tell us about it, Mr. Bunch? Can you tell us about the dynamite?

Mr. BUNCH. I respectfully decline to answer the question on the ground of self-incrimination.

The CHAIRMAN. That dynamite is pretty tricky. You boys were fortunate, weren't you, that it didn't go off until after you got it delivered?

Mr. JOHNSON. I respectfully decline to answer on the grounds of possible self-incrimination.

Mr. KENNEDY. We have the testimony of Mr. Owens also, and it is backed up by excerpts from the tape recordings which were not played today but which deal with the throwing of coca-cola bottles or other instruments through the window of a cab. In the tape recording there was a discussion between Mr. Hass and Mr. Owens that one of these coke bottles had been thrown through a window in Louisiana, and it had evidently knocked the driver out, and that the car or truck turned over and the driver burned to death. He went into quite considerable detail as to who was responsible for throwing the coke bottle. We are not going to go into it here at this time because of the fact that it is not firsthand, certainly, and he was just relating what had been told to him.

But I was wondering if you people can tell us who was responsible for the throwing of this coke bottle which brought about the death of Mr. Billy Charles Greenwood, age 26, of Wichita Falls, Tex.

Can you tell us who was responsible for that?

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

Mr. KENNEDY. And he was working at that time for the Red Ball Freight Lines, was he not, Mr. Johnson?

Mr. JOHNSON. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. Could you tell us if the Teamsters Union was having a dispute with Red Ball Truck Lines at that time?

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

Senator ERVIN. Mr. Johnson, have you ever been tried and convicted for any criminal offense?

Mr. JOHNSON. Could I consult my counsel?

(Witness conferred with his counsel.)

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

Senator ERVIN. That could not incriminate you because a man can't be punished twice for the same offense. I am asking you about an offense on which you have been tried and convicted.

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

Senator ERVIN. I respectfully suggest, Mr. Chairman, that under the constitutional guarantees against double jeopardy, that no man can twice be put in jeopardy for the same offense, that being so, where a man has been tried and convicted, he can't possibly incriminate himself. Therefore, I suggest that the chairman order this man to answer this question.

The CHAIRMAN. The Chair, with the approval of the committee, orders and directs the witness to answer the question.

Mr. JOHNSON. May I consult my attorney first?

Senator ERVIN. Yes.

(Witness conferred with his counsel.)

Mr. JOHNSON. Would you repeat the question again?

Senator ERVIN. I asked you if you had ever been tried and convicted of any criminal offense.

Mr. JOHNSON. I have not been.

Senator ERVIN. Why did you say a while ago, if you knew you had not been convicted of any criminal offense, why did you plead the fifth amendment and say it would tend to incriminate you?

Mr. JOHNSON. May I consult counsel?

Senator ERVIN. You are making a travesty of the committee and a travesty of the fifth amendment, aren't you?

Mr. JOHNSON. May I consult my attorney?

The CHAIRMAN. With respect to the last answer, the Chair will state that that complied with the orders of the Chair. The question now, the way you have been using the fifth amendment, you have been making a complete travesty of it.

Mr. JOHNSON. When that question was first asked, I did not understand it, sir.

Senator ERVIN. You are swearing on your oath now that you do not understand a simple question like have you ever been tried and convicted of a criminal offense? Are you swearing that on your oath, that that question is so complex you can't understand it?

Mr. JOHNSON. Can I consult my counsel?

(Witness conferred with his counsel.)

Mr. JOHNSON. I did not understand you at first, sir.

Senator ERVIN. Mr. Bunch, have you ever been tried and convicted of any criminal offense?

Mr. BUNCH. No; I haven't.

Senator ERVIN. Over what States does the Southern Conference of Teamsters have jurisdiction?

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

Senator ERVIN. Does it have jurisdiction over North Carolina?

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

Senator ERVIN. Have you ever been in North Carolina?

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

Senator ERVIN. As a North Carolinian I deny that being in North Carolina would tend to incriminate anybody. It would reflect exceedingly good judgment. Can you tell me how you claim it would incriminate you to admit testifying you had ever been to North Carolina?

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

Senator ERVIN. Are you willing or can you tell us of anything that you have ever done for the Teamsters in your position as an organizer under the Southern Conference of Teamsters that would not tend to incriminate you in the perpetration of some criminal offense?

Mr. BUNCH. May I consult with my counsel?

Senator ERVIN. Yes.

(Witness conferred with his counsel.)

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

Senator ERVIN. So you can't tell us, or you are swearing upon your oath that you can't tell a single thing to this committee that you have ever done as an organizer for the Teamsters that would not tend to incriminate you in the commission of some criminal offense? Is that what you are swearing?

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

Senator ERVIN. Do you know any of your superiors in the Teamsters?

Mr. BUNCH. I respectfully refuse to answer on the ground of possible self-incrimination.

Senator ERVIN. It is a good thing, Mr. Chairman, that the fifth amendment has a lot of vitality; otherwise it would have been worn plumb out in this hearing. That is all.

The CHAIRMAN. What was the intent or the purpose of transporting this dynamite to Louisiana? What was it to be used for?

Mr. BUNCH. Is the question directed to me, sir?

The CHAIRMAN. Yes.

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. I direct the same question to you, Mr. Johnson.

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. Then you want the record to stand that it possibly was not to be used for legitimate purposes?

Mr. JOHNSON. Is that to me?

The CHAIRMAN. Yes.

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. Now, Mr. Bunch, do you want the record to stand that it was not to be used for legitimate purposes?

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.



The CHAIRMAN. Are you two pretty proud of yourselves to engage in such criminal activities as this? Are you really proud of it?

Mr. BUNCH. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. How do you feel about it?

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. You feel no shame at all?

Mr. JOHNSON. Is that to me? I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. How about you?

Mr. BUNCH. I respectfully decline to answer.

The CHAIRMAN. Are there any further questions?

Mr. KENNEDY. I want to ask Mr. Johnson: Would you be willing to cooperate with the authorities down in Louisiana to try to solve the killing of Mr. Greenwood when he burned to death in his car and tried to get out?

Mr. JOHNSON. Could I consult my attorney, please?

(Witness conferred with his counsel.)

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

Mr. KENNEDY. Evidently he got trapped in there, and the flames came up and he was not able to get out of there, outside the cab. Would you be willing to give any information you have on that?

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

Senator ERVIN. Don't you wish you could answer that question "No"?

Mr. JOHNSON. I respectfully decline to answer on the ground of possible self-incrimination.

The CHAIRMAN. The committee is going to recess. The three witnesses presently on the witness stand will return at the reconvening of the committee, which will be at 2 o'clock this afternoon.

(Thereupon, at 12:30 p.m., a recess was taken until 2 p.m., the same day.)

#### AFTERNOON SESSION

(The select committee reconvened at 2 o'clock p.m., with the following members present: Senators McClellan and Curtis.)

The CHAIRMAN. The committee will come to order.

Call the next witness.

Mr. KENNEDY. Mr. Springer.

The CHAIRMAN. Come forward, Mr. Springer, please.

Stand and be sworn, please. You do solemnly swear the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. SPRINGER. Yes, sir.

#### TESTIMONY OF WILLIAM R. SPRINGER

The CHAIRMAN. State your name, your place of residence, and your business or occupation.

Mr. SPRINGER. I am William Robert Springer. I am a body and fender man. I work in a garage and fiberglass products in San Antonio. Do you want my home address?

The CHAIRMAN. Yes.

Mr. SPRINGER. 803 Sunglow Street, San Antonio, Tex.

The CHAIRMAN. Do you waive counsel?

Mr. SPRINGER. Yes, sir.

The CHAIRMAN. All right, Mr. Kennedy. Proceed.

Mr. KENNEDY. Mr. Springer, what kind of work do you do now?

Mr. SPRINGER. Body and fender work and fiberglass production.

Mr. KENNEDY. Where is that?

Mr. SPRINGER. At 3237 North McCullough, San Antonio.

Mr. KENNEDY. Do you know Mr. Buck Owens?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. How long have you known him?

Mr. SPRINGER. Since May of 1954.

Mr. KENNEDY. He testified that he, with the help and assistance of his father-in-law, stole some dynamite in Odessa, Tex., and that following the theft of the dynamite he transported it back to San Antonio, Tex. He stated that he called Mr. Shafer, head of the Teamsters' Union in San Antonio, prior to bringing it to that city, and that Mr. Shafer then sent you out to help Mr. Buck Owens carry the dynamite back into San Antonio. Is that correct?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. Did you in fact help transport the stolen dynamite back into San Antonio, Tex.?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. How did you come to do that?

Mr. SPRINGER. Well, I was working on the afternoon of the 27th of December in 1954 when my uncle, Bob Kimbrell, called me on the phone and said that Buck had some stuff which was dynamite in Odessa for Shafer. Shafer came on the phone and told me to go get this stuff. I told him I could not get off, that I was working. He says, "Well, go ahead, and I will take care of the people there." He said, "Just take on off and go get it." He asked me if I had a "doghouse" for my pickup truck.

The CHAIRMAN. A what?

Mr. SPRINGER. A "doghouse." It is just three sheets of plywood built over the back end of a pickup truck, with the rear end of it open. It is just an enclosure.

I left San Antonio that night and went to Hearn, my daddy's, to pick up the "doghouse," and I left Hearn, and the next morning I went to Odessa, to Buck's mother's house. I got in there—it was the afternoon of the 28th—and we loaded the dynamite and came back to San Antonio and got back in on the morning of the 29th. The reason I can remember those dates is the 29th is my birthday. I got back there into San Antonio on my birthday.

Mr. KENNEDY. With the dynamite that had been stolen in Odessa.

Mr. SPRINGER. Yes, sir.

The CHAIRMAN. What year and month was that?

Mr. SPRINGER. 1954, December.

The CHAIRMAN. And your birthday is the 19th of December?

Mr. SPRINGER. The 29th.

The CHAIRMAN. So you have got back on your birthday?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. What did you do with the dynamite then?

Mr. SPRINGER. Shafer came over and met us out on Frederickburg Road. Buck asked him if he had a place to store it, and he said he didn't, that he would have to carry it over to Buck's house.

Mr. KENNEDY. What did Mr. Shafer say about the dynamite? Did he make any statement?

Mr. SPRINGER. He said, "We can give SMT hell now." Pardon that.

The CHAIRMAN. He said what?

Mr. SPRINGER. "We can give SMT hell now."

The CHAIRMAN. Is that the company he was trying to organize?

Mr. SPRINGER. Yes.

The CHAIRMAN. And the purpose of the dynamite was to aid in the organization of the employees?

Mr. SPRINGER. Yes, sir.

The CHAIRMAN. Do you regard that as quite persuasive?

Mr. SPRINGER. Yes, sir; it is pretty persuasive.

Mr. KENNEDY. Did you receive any money for transporting the dynamite?

Mr. SPRINGER. Yes, sir. Approximately 2 weeks later, I think, Shafer gave me \$50 for it. It was 2 twenties and a ten.

Mr. KENNEDY. Did you ever hear Mr. Shafer make any suggestions to Mr. Owens as to how the SMT or others of these trucklines could be organized? Did you hear him say anything about hand grenades?

(Senator Ervin entered the room.)

Mr. SPRINGER. Yes, sir. He said—he asked Buck if Buck was going to get him some dynamite, and Buck told him that he would; he was going to try; he would do his best to get some. Shafer said, "Well, I have some hand grenades coming in that I think we can get from Fort Sill, Okla."

Mr. KENNEDY. Who was he getting them from in Fort Sill, do you know?

Mr. SPRINGER. It was a sergeant, a supply sergeant or something up there that he knew of. That is the best I could get out of it.

Mr. KENNEDY. Shafer asked him to get some dynamite, but he said in the meantime he could get some of these hand grenades from a supply sergeant at Fort Sill, Okla., is that right?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. What did he want you to do with the hand grenades?

Mr. SPRINGER. He wanted to use them on Roy's trucks, his equipment, and he wanted Buck to take one and throw it into Roy's home.

Mr. KENNEDY. Roy being who?

Mr. SPRINGER. Roy Gilbert.

Mr. KENNEDY. Roy Gilbert, the owner of the truck company?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. To put either the hand grenades into the trucks or to throw them into Roy Gilbert's home?

Mr. SPRINGER. Yes, sir.

Senator CURTIS. Who said that?

Mr. SPRINGER. Shafer.

Senator CURTIS. The Teamster official, Shafer?

Mr. SPRINGER. Yes, sir.

Senator CURTIS. You were present when he said it?

Mr. SPRINGER. Yes, sir; I was there.



Senator CURTIS. Where did that take place?

Mr. SPRINGER. 502 South Laredo Street, San Antonio.

Senator CURTIS. What is that, somebody's residence?

Mr. SPRINGER. It is the Teamsters' hall. That is what they were using at that time for the hall.

Senator CURTIS. Who else was there that heard that?

Mr. SPRINGER. There was myself, Buck, Eddie Hass.

Senator CURTIS. Buck; that is Buck Owens?

Mr. SPRINGER. Buck Owens, Eddie Hass, Shafer, and Bob Kimbrell.

Senator CURTIS. Bob Kimbrell is your uncle?

Mr. SPRINGER. Yes, sir.

Senator CURTIS. He worked for the Teamsters, too?

Mr. SPRINGER. Yes, sir.

Senator CURTIS. About when was that?

Mr. SPRINGER. That was in the month of December, about mid-December, I would say.

Senator CURTIS. And you heard him say that he got the hand grenades through a supply sergeant at Fort Sill?

Mr. SPRINGER. Yes, sir.

Senator CURTIS. Did you see any of the hand grenades?

Mr. SPRINGER. No, sir; I never saw them.

Mr. KENNEDY. I want to ask you whether there was any discussion about killing Mr. Gilbert, and whether Mr. Shafer ever told Mr. Buck Owens that he could obtain a rifle in Louisiana with a silencer on it in order to kill Mr. Gilbert?

Mr. SPRINGER. Yes, sir. We were having one of the little get-togethers there, as we called them. I had went after coffee or cigarettes, something. But anyhow, I came back in on the tail end of the conversation and I heard Shafer talking to Buck, and he said, "Buck," he said, "I can get a rifle, I have a rifle in Louisiana that I can get here in a matter of a few hours. There is lots of shrubbery around Roy Gilbert's home and a man could get in there and shoot Roy Gilbert without anybody knowing about it and have it done and be gone before anybody would know it."

Buck told him, "None of this is worth taking a man's life."

Mr. KENNEDY. Did he say there was a silencer on the rifle?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. Did he also speak to you or Buck Owens about setting some of these places on fire?

Mr. SPRINGER. Yes, sir. Buck and I and Hass were supposed to blow up, bomb, and set fire to Lee Way, Alamo, and SMT.

Mr. KENNEDY. These are three different trucking companies in Texas?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. Did you participate in any of the dynamiting, yourself?

Mr. SPRINGER. Do you mean in this occasion here where they were going to blow the building places up, destroy the places?

Mr. KENNEDY. Yes.

Mr. SPRINGER. The only part I took in it was I helped them case the places, and we went around them, checked them.

Mr. KENNEDY. Did Mr. Shafer ever suggest to you that you get a job with SMT in order to case that place?

Mr. SPRINGER. Yes, sir. I went over and worked for Roy Gilbert on his dock for about 3 hours, I think, 2 or 3 hours, something like that, for that purpose.

Mr. KENNEDY. Who suggested that you get that job?

Mr. SPRINGER. R. C. Shafer.

Mr. KENNEDY. For what reason?

Mr. SPRINGER. I was to check the trucks, when they were coming and going out of San Antonio, and swap freight around, send it out on different trucks, the wrong trucks, and to find out——

Mr. KENNEDY. Do you mean freight that was due for Louisiana you would send to New York?

Mr. SPRINGER. Just swap it around where it would be going in the wrong direction from where it should be going, or anything that was destructive of the business. He wanted me to check it to see which would be the best—Mr. Roy has a concrete dock there, and he wants to find out which would be best, to blow it up or set it afire, or just how we could destroy the place.

Mr. KENNEDY. Was there also some talk about placing acid?

Mr. SPRINGER. Well, he talked about it. I can't place the conversation. I do remember us talking about using acid on some of the freight and stuff.

Mr. KENNEDY. Did you drive any of the automobiles that were used when the dynamite was actually set? Did you drive any of the automobiles or did you set any of the dynamite yourself?

Mr. SPRINGER. On one occasion.

Mr. KENNEDY. What did that deal with?

Mr. SPRINGER. In Austin.

Mr. KENNEDY. In Austin?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. You drove an automobile?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. On one of these events, as I understand it, you refused to place the dynamite because of the intervention of your wife? She heard about it, is that right?

Mr. SPRINGER. Yes, sir. I let them think that. My wife did not know anything about any of it. I did not want her brought into any of it. But that was just an excuse to get out of it.

Mr. KENNEDY. What dynamite job was that?

Mr. SPRINGER. On the Lee Way, and them, for one. I used that excuse several different times to try to get away from what I could of it.

Mr. KENNEDY. You told them that your wife would not allow you to get mixed up in it?

Mr. SPRINGER. I told them I was afraid she might talk to someone or someone might get it out of her.

Mr. KENNEDY. So you did not actually participate in setting the dynamite or putting any of these places on fire?

Mr. SPRINGER. No, sir; I did not.

Senator ERVIN. If I may be pardoned for an observation at this time, it is quite refreshing to hear a man blaming his wife for some good, or rather, for abstaining from evil, because ever since Adam was here trying to explain his conduct, most of the men have been using exactly the opposite for an excuse, blaming their wives for the

misdeeds they do rather than blaming them for evil they have abstained from.

Senator CURTIS. Do you know anything about this plan to throw the dynamite on or near the trucks that were carrying the ammunition?

Mr. SPRINGER. The trucks——

Senator CURTIS. Weren't there some trucks loaded with some Army ammunition?

Mr. SPRINGER. That was at the Alamo Freight Lines, where we planned—it was one of the plans we planned to destroy. Buck and I cased the joint, went around over it, before Buck and them put in the dynamite.

Senator CURTIS. Who brought in the information that there was ammunition loaded on those trucks?

Mr. SPRINGER. I don't know where that came from, really. I read about it in the paper after that. But Buck and them were talking about it before.

Senator CURTIS. They were talking about it before?

Mr. SPRINGER. Buck and Shafer and Hass.

Senator CURTIS. How many truckloads of ammunition were there supposed to be, do you know?

Mr. SPRINGER. I don't rightly remember. There were several of them around there.

Senator CURTIS. The idea was to ignite the ammunition?

Mr. SPRINGER. To ignite the ammunition would have blown up half of the country around there.

Mr. KENNEDY. You say you worked for that company for 2 or 3 hours. Why did you leave their employment?

Mr. SPRINGER. Well, there was a fellow by the name of Charlie Trevino, who pulled me off as I left the dock with a load of freight headed for another place, another truckline, and he pulled me over and told me to stop, and he cussed me, used some pretty foul language.

Mr. KENNEDY. He was one of the strikers?

Mr. SPRINGER. He was one of the Teamster members.

Mr. KENNEDY. And evidently did not know that you were planted there, is that right?

Mr. SPRINGER. Shafer was supposed to have told all of them, but he did not. I don't think he told any of them. I think he just put me over there on my own and let me swing. But this man told me to carry the truck back and leave it at the dock and quit. Well, that just suited me, because Shafer had not taken care of his end of the deal, and I did not know what he might leave me hanging, so I went back to the dock and told Mr. Gilbert I would like to have my time, and I just quit. They had the police there and had him up there for me to identify him, and I did not identify him at that time.

Mr. KENNEDY. Did you participate in the throwing of these things through the windshields of the automobiles?

Mr. SPRINGER. No, sir; I did not.

Mr. KENNEDY. You did not?

Mr. SPRINGER. No, sir.

Mr. KENNEDY. Did you know it was being done?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. You heard discussions about it?

Mr. SPRINGER. Yes, sir.



Mr. KENNEDY. And did you know Mr. Hass, Mr. Eddie Hass?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. Was he involved in these matters?

Mr. SPRINGER. Yes, sir; him and Buck. I saw their car once that they brought back from the valley down there with the front windshield out. They had put a rear windshield in, where the bottle they had thrown against the truck had bounced back against the car and went through the car.

Mr. KENNEDY. They threw a bottle to the truck and it bounced back to their own car?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. And they almost got hit by it?

Mr. SPRINGER. Yes, sir. I think they got splattered with some glass. They had glass all over the car when they come back. It was somewhere down in the valley. I don't remember where it was.

Mr. KENNEDY. Did Mr. Hass actually get cut himself?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. On his hand?

Mr. SPRINGER. Yes, sir; he got his hand cut.

Mr. KENNEDY. Did you understand that he was involved somewhat in this dynamiting also? In the arsons?

Mr. SPRINGER. Him and Buck and myself were supposed to set fire to Lee Way and Alamo and SMT, but I backed out a night or two before that.

Mr. KENNEDY. Did you understand that he accompanied Buck?

Mr. SPRINGER. Yes, sir.

Mr. KENNEDY. That is all, Mr. Chairman.

Do you know anything about "Foots" Johnson?

Mr. SPRINGER. No, sir; I don't.

Mr. KENNEDY. You don't know about the transportation of the dynamite down to Louisiana?

Mr. SPRINGER. No, sir.

Mr. KENNEDY. Did you know about any dynamite coming in from Texas being used?

Mr. SPRINGER. No, sir.

Senator CURTIS. Over how long a period of time did you know Shafer?

Mr. SPRINGER. I met Shafer in September of 1954. I worked out of the hall there for—well, I worked through the first part of the year for SP, Southern Pacific Transport. I drove a truck. After the first of the year I went to work for MKT, and I drove a truck there for MKT for quite a while, for a year.

Senator CURTIS. All during that time you knew Shafer?

Mr. SPRINGER. Yes, sir. I was in and out and around him at the hall.

Senator CURTIS. Did you ever hear him say in what States or cities he had worked at various times for the Teamsters?

Mr. SPRINGER. No, sir; I don't believe I have.

Senator CURTIS. He had been around Louisiana, had he not?

Mr. SPRINGER. Yes, sir; he had been in and out. I heard him talking about going into Louisiana.

Senator CURTIS. Any other place that you recall?

Mr. SPRINGER. There was Tennessee that was mentioned several times in conversation. I don't remember what it was about. But

during the course of the conversation which we had, I have heard Tennessee mentioned. It was some of the dynamite, or something. I don't remember enough about it to go into it.

Senator CURTIS. Did you hear him mention any other place?

Mr. SPRINGER. No, sir; I did not.

Senator CURTIS. That is all, Mr. Chairman.

The CHAIRMAN. Are there any further questions?

How did you happen to get involved in this racket?

Mr. SPRINGER. Well, it started with my uncle.

The CHAIRMAN. How?

Mr. SPRINGER. My uncle. He got me into the first union in a local there in Houston, my Uncle Bob Kimbrell.

The CHAIRMAN. He got you in a local at Houston?

Mr. SPRINGER. Yes, sir; I worked for a pipeline, local 37, a labor local.

The CHAIRMAN. What kind of work did you do for them?

Mr. SPRINGER. I was just a laborer and a steward on some of the jobs for the union.

The CHAIRMAN. How did you come to get mixed up with this fellow Shafer and undertake to do his dirty work?

Mr. SPRINGER. Well, it is kind of—I think the biggest thing is I didn't have guts enough to go against it and bear up to it, that is the real reason.

The CHAIRMAN. Were you ordered to do these things?

Mr. SPRINGER. In a roundabout way; it was either do the things, or I was out of a job, or I could have possibly been hurt, and there were some people that have been molested and some of their family have been hurt over those things. I was scared, to be honest with you.

The CHAIRMAN. When they ask you to do these things, they make a pretty strong suggestion, if you show any reluctance?

Mr. SPRINGER. They leave an impression that it is not easy to miss.

The CHAIRMAN. You don't misunderstand them?

Mr. SPRINGER. No, sir.

The CHAIRMAN. So you got in by reason of that and got out of it as quickly as you could; is that what you are trying to say?

Mr. SPRINGER. Yes, sir; I did.

The CHAIRMAN. Do you want to have any part in bombing business places and trucks and burning them or killing anybody or hurting anybody? Did you want to have any part in that?

Mr. SPRINGER. No, sir; I didn't. I couldn't see it from the start, but I just got told to do it or pulled into it, you might say, in one way or another, and another thing, I blame myself for not standing up then and telling them what I thought about it.

The CHAIRMAN. You don't look like one of these muscle thugs that they send around to do these things. You don't look like that kind of a character. You know plenty of them, I guess, do you?

Mr. SPRINGER. Yes, sir; I know them, and I have seen a few of them around.

The CHAIRMAN. You have seen them, a few of them around here since you have been in this witness room?

Mr. SPRINGER. Yes, sir; that is right.

The CHAIRMAN. Are there any further questions?

Thank you very much.

Call the next witness.

Mr. KENNEDY. Mr. Eddie Hass.

The CHAIRMAN. Will you be sworn?

You do solemnly swear that the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. HASS. I do.

**TESTIMONY OF EDWARD HASS, ACCOMPANIED BY COUNSEL,  
WARREN WOODS**

The CHAIRMAN. State your name, and your place of residence, and your business or occupation.

Mr. HASS. My name is Edward Hass, I live in 3019 Larry Drive, in Dallas, Tex., and I am a truck driver for the Strickland Transportation Co.

The CHAIRMAN. Do you have counsel?

Mr. HASS. Yes, sir.

The CHAIRMAN. Identify yourself, Mr. Counsel.

Mr. WOOD. Warren Woods, Washington, D.C.

The CHAIRMAN. Mr. Hass, how long have you been in your present employment?

Mr. HASS. Mr. Chairman, may I consult my counsel?

The CHAIRMAN. All right. He couldn't know except what you tell him.

(The witness consulted with his counsel.)

Mr. HASS. About 12 years.

The CHAIRMAN. That is your present job?

Mr. HASS. As a truck driver.

The CHAIRMAN. Are you a member of any labor organization?

Mr. HASS. Mr. Chairman, may I consult my attorney?

The CHAIRMAN. He wouldn't know, though, except what you tell him.

(The witness consulted with his counsel.)

Mr. HASS. Yes, sir; I am a rank and file member of the Teamsters.

The CHAIRMAN. Do you hold any official position with any Teamster local or other part of the international organization?

Mr. HASS. Mr. Chairman, may I consult my attorney?

The CHAIRMAN. Is this to be a routine?

(The witness consulted with his counsel.)

Mr. HASS. No, sir.

The CHAIRMAN. Have you ever held such a position?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Do you think the fact that you may have held some official or representative position with the Teamsters Union or some local or other unit thereof, that such a fact might tend to incriminate you if you disclosed it under oath?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. I am going to put it to you, do you honestly believe if you gave a truthful answer to that question that the truth might tend to incriminate you?

Mr. HASS. Yes, sir.



The CHAIRMAN. All right; proceed, Mr. Kennedy.

Mr. KENNEDY. Mr. Hass, you have received some money from the Teamsters Union, have you not?

(Witness consulted with his counsel.)

Mr. HASS. I decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Are you one of those they hired to do this dirty work?

Mr. HASS. I respectfully refuse to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. Mr. Hass, it is correct, is it not, that you did extra work? You worked for the trucking company, but you did extra work on the side, the dynamitings and the arsons and the throwing of the objects through windshields of these trucks in order to make some extra money?

Mr. HASS. May I consult my attorney?

(Witness consulted with his counsel.)

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Are you proud of that sort of conduct? As an American citizen are you proud of the course of action that you are taking now, and the conduct that you have committed in the past about which you are being interrogated?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Mr. Chairman, we have some tapes here that might refresh Mr. Hass' recollection.

The CHAIRMAN. Do you think if we played some tape recordings of your conversation, it might help you to cooperate with the committee?

Mr. HASS. May I consult my attorney?

The CHAIRMAN. Yes, you may ask him.

(Witness consulted with his counsel.)

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. All right, bring on the tape recordings and get them properly identified, and let us hear them.

Mr. KENNEDY. Do you want to call Mr. Owens and Mr. Smith, Mr. Chairman?

The CHAIRMAN. Mr. Owens and Mr. Smith, come back and take your places at the microphone over here, please.

You gentlemen have been previously sworn.

Mr. HASS, do you have a family?

Mr. HASS. Yes, sir.

The CHAIRMAN. A wife and children?

Mr. HASS. Yes.

The CHAIRMAN. Do you think anything of their safety and security and freedom from harm and violence? Do you?

Mr. HASS. Yes.

The CHAIRMAN. Do you think the same thing of other families and other people's children, and their husbands, and their fathers? Do you?

(The witness consulted with his counsel.)

Mr. HASS. Yes.

The CHAIRMAN. Do you protect them and save them from harm, as you would your own family?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Don't you see how ridiculous you look in the eyes of decent people?

Proceed. Mr. Kennedy, proceed to identify these recordings.

Mr. KENNEDY. Mr. Smith, these recordings are a conversation between Mr. Owens and Mr. Hass. These recordings were taken under your direction and control; is that right?

Mr. SMITH. Yes, sir.

Mr. KENNEDY. On your instructions?

Mr. SMITH. Yes, sir.

Mr. KENNEDY. And these were made from a recording machine placed in a room where Mr. Haas and Mr. Owens carried on this conversation?

Mr. SMITH. Yes, sir.

Mr. KENNEDY. Now, what was the date of these recordings?

Mr. SMITH. September 30, 1955.

Mr. KENNEDY. Mr. Chairman, we also have here an affidavit by the technician who made these recordings.

The CHAIRMAN. That affidavit may be inserted in the record at this point.

Mr. KENNEDY. It is attesting to the truthfulness of the recordings and the accuracy of them.

(The affidavit is as follows:)

#### AFFIDAVIT

I, William S. Duncan, make the following statement to Paul E. Kamerick, who has identified himself to me as assistant counsel of the U.S. Senate Select Committee on Improper Activities in the Labor or Management Field. This statement is voluntary.

I am employed by the State of Texas Department of Public Safety. In connection with my official duties there, I now have and have had for some time control of certain technical equipment. Among the items of technical equipment within my competence to operate are tape-recording devices.

On September 30, 1955, in accordance with previous arrangements, I was in a room at the Eastern Hills Motel in Dallas, Tex. I had in that room a tape-recording device to which was tuned a wireless microphone which I had previously installed in the room immediately adjacent, which was occupied by Buck Owens.

At 3:37 p.m., on September 30, 1955, I saw one Eddie Hass, who is known to me by sight, in company with Buck Owens, who is also known to me by sight, enter the room where I had previously installed the microphone. I immediately heard their voices on the recording device, and I made a record of their entire conversation. Since having made the record, I have retained the tape in my possession continuously. As I heard the conversation end, I saw Buck Owens and Eddie Hass leave their room.

On March 10, 1958, I brought this tape recording to the Capitol Building in Washington, D.C., so that excerpts could be taken from it. I also made a copy of the complete transcript available to the U.S. Senate Select Committee on Improper Activities in the Labor or Management Field.

/s/ WILLIAM S. DUNCAN.

Sworn to before me this 11th day of March 1958.

[SEAL]

/s/ WM. R. LEWIS, *Notary Public*.

My commission expires December 14, 1958.

The CHAIRMAN. Mr. Smith, this recording from which these excerpts were taken, was it one continuous conversation or conversations

on the same date, or were these conversations from which this excerpt was taken? Were there different conversations on different dates and different times and places?

Mr. SMITH. No, sir, the conversation was a continuous conversation on the same date.

The CHAIRMAN. These are excerpts from one conversation?

Mr. SMITH. Yes, sir.

The CHAIRMAN. That these men had together on a given date?

Mr. SMITH. Yes, sir.

The CHAIRMAN. And the date of it was when?

Mr. SMITH. September 30, 1955.

The CHAIRMAN. September 30, 1955?

Mr. SMITH. Yes.

The CHAIRMAN. Where did the conversation take place?

Mr. SMITH. At Dallas, Tex.

The CHAIRMAN. In what place?

Mr. SMITH. As well as I can remember the motel where it was taken, it was the Eastern Hills Motel.

The CHAIRMAN. Is that correct?

Mr. OWENS. Yes, sir, it is.

The CHAIRMAN. And the date is correct?

Mr. OWENS. Yes, sir.

The CHAIRMAN. All right, Mr. Kennedy, proceed.

Mr. KENNEDY. Once again, Mr. Kamerick is the one who has taken the excerpts, and do you want him to attest to the fact that these are excerpts? Have you taken excerpts from the whole conversation; is that correct?

Mr. KAMERICK. That is correct.

Mr. KENNEDY. The excerpts that you have taken, other than the "beep" that has been put in to replace any foul or obscene words, except for those changes, the beep being placed in the recording, have any other changes been made?

Mr. KAMERICK. They are taken directly from the original.

Mr. KENNEDY. They are all accurate, then?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. The only deletions in the excerpt recording are obscene language or profane language, and something on that order.

Mr. KAMERICK. That is correct, Mr. Chairman.

The CHAIRMAN. All right. Proceed.

Mr. KENNEDY. We will play the first one, please.

The CHAIRMAN. This is labeled "H-1." May I ask in the meantime, Mr. Kamerick, have you made transcriptions of these records we are now playing?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. You have copies of them?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. Mr. Hass, you have a copy of these transcriptions before you, have you?

Mr. HASS. Yes, sir.

The CHAIRMAN. All right. We will then proceed, and Mr. Smith, as we proceed, and Mr. Owens, you follow closely so that if there are any errors and discrepancies you may point them out to us when we conclude playing the record.



All right, let us go.

(The recording, H-1, was then played.)

The CHAIRMAN. Mr. Smith, is that transcription of this recording that you have before you true and correct?

Mr. SMITH. Yes, sir.

The CHAIRMAN. You followed it as you heard the record played?

Mr. SMITH. Yes, sir.

The CHAIRMAN. This transcription of the recording may be placed in the record at this point, and the recording itself may be made exhibit No. 30.

(Recording referred to was marked "Exhibit No. 30" for reference and may be found in the files of the select committee.)

(The recording is as follows:)

OWENS. You know, we seen him in ah, ah San Antonio, we seen Shafer in San Antone, and then me and you went to Austin, and you know we brought that stuff with us, and I got [inaudible] picket for an alibi and ah Shafer said h—no, he's gonna stay home with his wife and baby, you know where he had him an alibi.

HASS. He didn't want to get out of bed. . . . You know it was four boys asleep in that room . . . .

OWENS. Where ah?

HASS. Lee Way.

HASS. Uh-huh [yes].

OWENS. No kidding—well, G— d—, son of a b— —well, that thing never did get afire right, did it?

HASS. Hu-uh [no] s—.

OWENS. G— d— youse a running back there and that can was on fire and that fire was just a following you. I said well G— d— here we go again. . . .

HASS. I thought for a minute we'd had it.

OWENS. I did, too. Boy, I thought both of us would catch fire. . . . D— that was stupid, you know it.

HASS. You tell 'em it was—you ain't s— nine either . . . I never thought about them boys being there laying over.

OWENS. I never thought about it . . . .

The CHAIRMAN. Now, Mr. Owens, did you recognize the voices in that recording that was just played?

Mr. OWENS. Yes, sir; I did.

The CHAIRMAN. Whose voices were they?

Mr. OWENS. Eddie Hass and myself.

The CHAIRMAN. Is Eddie Hass the witness that is now on the stand, and is that the person that you had that conversation with?

Mr. OWENS. Yes, sir; it is.

The CHAIRMAN. And you state under oath that you did have such a conversation with him at that time?

Mr. OWENS. Yes, sir.

The CHAIRMAN. And this is a true recording of it so far as you can determine?

Mr. OWENS. Yes, sir; it is.

The CHAIRMAN. Are there any questions?

Mr. KENNEDY. I have just one question on this matter. We had the testimony by Mr. Owens that as you were pouring out the gasoline that it caught on fire. That is what he testified to before the committee, and that the fire ran right up into the can and you had to run back into the car. This would seem to be supported by the excerpt from this conversation in the room.

I wonder if you could tell us anything about that, whether that in fact happened at the time that you were setting the Lee Way Terminal

on fire. That is whether the fire ran back into the can, and whether you almost caught on fire as well as the terminal.

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. That is your voice, is it not, Mr. Hass?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Senator CURTIS. Mr. Chairman, may I ask a question?

Mr. Hass, there is a statement here ascribed to you which is as follows: "I thought for a minute we'd had it." Did you make that statement?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Shall we go ahead with the next one?

The CHAIRMAN. I want to ask this witness, and I want to give him a chance. Do you want to deny the truthfulness of these excerpts from your conversation with Mr. Owens? Do you want to deny it?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. It wouldn't incriminate you if you could deny it. Proceed with the next recording.

Mr. KENNEDY. The next one is H-3, Mr. Chairman.

The CHAIRMAN. Play the recording H-3. Mr. Smith and Mr. Owens will follow the instructions of the Chair.

(The recording, H-3, was thereupon played.)

The CHAIRMAN. All right, Mr. Smith, you have heard this recording. Have you followed it on the transcript of it as presented to you?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Is the transcript correct?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Mr. Owens, you have heard the recording played. Can you tell us whose voices were in that recording?

Mr. OWENS. Yes, sir. It was Eddie Hass and myself.

The CHAIRMAN. Is the transcript of it that you have before you correct?

Mr. OWENS. Yes, sir; it is.

The CHAIRMAN. The transcript may be printed in the record at this point, and the recording may be made exhibit No. 31.

(Recording referred to marked "Exhibit No. 31" for reference, and may be found in the files of the select committee.)

(The recording, H-3, follows:)

HASS. And he also told me that they'd been out there fooling around his car, because he heard them out there; said they would have put him in jail if his motor had been hot, but his motor had already cooled off.

OWENS. Hmmm.

HASS. You know we brought it up there just getting good and dark and that was in the wintertime; naw; that was in the summertime.

OWENS. Sumertime. That was in August, wasn't it?

HASS. Yeah, and it gets dark about, it starts getting dark early, I mean late. Well, we probably got back to San Antone around 9:30, 10 o'clock, and that ranger was out at his house about 12. [Inaudible.]

OWENS. Don't you know he was scared. Yeah, I know one thing, like I told him before, I don't want no more of his business. He ever says anything to you about that dynamite that I stole for him in Odessa? Never did say nothing, never did tell you how much he paid me for it?

HASS. Aw, yeah.

OWENS. What'd he tell you that he paid me for that?

HASS. A thousand dollars. Well, I was in the office when you called in that day.

OWENS. You was?

HASS. Uh-hmmmm [yes].

OWENS. Youse in the office when I called from Odessa and told him I had the dynamite?

HASS. Yes, uh-mm, Bob told you he was gonna send Buddy after it, in a pickup.

OWENS. Did you all hear that over television and radio up here, about that explosion?

HASS. Seen it in the paper.

OWENS. Shafer made some smart remark about that, when I first came in, you know, he met us out on the highway, met me and Buddy, and, ah, he said he heard it on the radio. He said I done knew that I got me some dynamite, just like it was really a big deal. I thought h——.

HASS. He didn't think nothing about it until Bob told him. When we read the paper, old Bob started laughin.

OWENS. Un-hmm.

HASS. He said that dirty son-of-a-b——.

OWENS. Did he ever tell you the reason why he wanted that dynamite?

HASS. I thought he wanted it just for general use, what'd he tell you?

OWENS. He told me he wanted it to blow up SMT. He ever say anything to you about it?

HASS. Yeah.

OWENS. What'd he say about that?

HASS. He said that's what we'd use to organize them with.

OWENS. Organize SMT with?

HASS. Uh-hmm [yes].

OWENS. As far as I know he never did use any on SMT.

HASS. Hu-huh (no).

OWENS. I believe he's afraid of ole, ah old.

HASS. Goy Gilbert.

OWENS. Roy Gilbert. I believe he's afraid of that old man.

HASS. Well, that old jack might be it, I'm not afraid of him son-of-a-b—— is crazy as h——.

OWENS. You mean Roy.

HASS. Uh hmm (yes). Sure he is.

OWENS. I never seen him, too. I never have seen him, you remember the time me and you took those books on——

HASS. Contract.

OWENS. Over to his office, that's the first time I ever seen him. I never did know to d—— much about him.

HASS. Shafer had done what he ought to, he'd kept Charlie Trevino away from out there. We'd, ah, had them by the n——, old Buddy working out there.

OWENS. Well, ah did, ah, Shafer sent Buddy up there to get the job, didn't he?

HASS. Uh hmm (yes).

OWENS. What was the men to do for him. Well what was the deal on that, I never did get that all straight.

HASS. Well, Charlie Trevino got drunk out there and stopped Buddy in the truck, and got smart with him, about the only reason Buddy didn't cut his f—— head off was because of me and Bob.

OWENS. Uh hmmm. Well, Shafer did send Buddy in there.

HASS. Yeah, him and Bob both.

OWENS. And then Charlie Trevino came along and messed up the plot.

HASS. Sure as h—— did.

The CHAIRMAN. Proceed, Mr. Kennedy.

Mr. KENNEDY. Mr. Hass, from this recording evidently you had full information about the fact that this dynamite was stolen up in Odessa and transported back to San Antonio; is that correct?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.



Mr. KENNEDY. You were in Shafer's office at the time Owens telephoned and Shafer told Owens at that time that he would send up Buddy Springer to help him bring the dynamite back; is that right?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. This testimony that Owens gave is supported by Mr. Springer and then supported by this transcript of this recording of the conversation. Do you have anything to say about that? Do you have anything to add to it?

Mr. HASS. May I consult my attorney?

Mr. KENNEDY. Yes.

(Witness conferred with his counsel.)

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. We also have the testimony that Mr. Buddy Springer was told to get a job with Mr. Gilbert of the SMT Trucking Co. in order to find out where the various truck shipments were made in order to sabotage the operation of the trucking company. Evidently you also had full knowledge about that, in addition; is that correct?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. Then it talks here in page 3 about the fact that this plot was destroyed by Mr. Charlie Trevino coming in and stopping Buddy Springer at the time he was leaving the truck depot. Will you tell us about that?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. We have had some testimony here about the purpose of getting all this dynamite. It would appear that you answered it on page 2, when Owens says to you, "What'd he say about that?" about the dynamite, and your answer was, "That's what we'd use to organize them with."

That is what you used the dynamite for, was it, Mr. Hass?

Mr. HASS. I respectfully decline to answer the question on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. If employees do not want to join the Teamsters Union, you throw dynamite in, put dynamite into the depot and then the trucks; is that the kind of operation you use?

Mr. HASS. I respectfully decline to answer the question on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Do you find it an effective method of organization to use dynamite?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. How much did you get paid for your participation in this deal?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Did you feel like it was filthy money? Didn't you?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. Do you find that dynamite is more effectual in organization work, than going up and just asking somebody to join your Teamsters Union?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. Were you ever on the premises of the Southwest Motor Transport?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. Do you know where it is?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. Were you ever on the premises of Lee Way?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. Did you ever engage in a boycott?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. From what sources did you derive your income in 1954 and 1955?

Mr. HASS. May I consult my attorney?

Senator CURTIS. Yes, you may.

(Witness conferred with his counsel.)

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. Did you disclose all of your income in your income tax return?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. Did you disclose the sources from which you got your income, that which you did report?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. That is all, Mr. Chairman.

Senator ERVIN. Would you wish for your children to live in a world in which dynamiting and other violence is used to persuade men to join unions?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator ERVIN. How could that tend to incriminate you? I am not asking you about anything you ever did. I am asking you simply if you would like to see your children have to live in a world where violence of the character which has been mentioned in this room in the past 2 days is used to coerce and intimidate Americans into joining a labor union.

Mr. HASS. May I consult my counsel?

Senator ERVIN. Yes.

(The witness conferred with his counsel.)

Mr. HASS. No.

Senator CURTIS. Then I will ask you a question. Do you approve, and would you like to have your children in a society, where, if an employer did not put his employees in the Teamsters Union, that he would be boycotted, and probably run out of business?

Mr. HASS. May I consult my counsel?

Senator CURTIS. Yes.

(Witness conferred with his counsel.)

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. Would it incriminate the union?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. That is all, Mr. Chairman.

The CHAIRMAN. Is there anything further?

Mr. KENNEDY. We have three more, Mr. Chairman.

Play the next one.

(Recording H-4 was thereupon played.)

The CHAIRMAN. Mr. Smith, you have listened to this recording; have you?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Have you followed it with the transcript of the recording you have before you?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Is the transcript of it correct?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Mr. Owens, you heard the voices in this recording. Whose voices are they?

Mr. OWENS. Eddie Hass and myself, Buck Owens.

The CHAIRMAN. Did that conversation actually take place as recorded and as transcribed?

Mr. OWENS. Yes, sir; it did.

The CHAIRMAN. This transcript of it may be printed in the record at this point and the recording may be made exhibit No. 32.

(Recording referred to was marked "Exhibit No. 32" for reference and may be found in the files of the select committee.)

(The recording is as follows:)

OWENS. Old Shafer, he was in a rush to get back to San Antone that night you all brought the dynamite back to Austin.

HASS. Uh-hum (yes).

OWENS. He told me, I drove that thing as fast it would go . . .

HASS. You know he's a pretty smart boy in a way, and in a way he's stupid as h—.

OWENS. Rat.

HASS. That's what I told Marie, that he was just a G— d— scab—

OWENS. You couldn't even call that a good hand, you know it . . .

HASS. Uh-huh (no).

OWENS. Well, ah Eddie, how many sticks of dynamite did you all bring down to Austin that night?

HASS. Aw h—, there must have been ahhh 25.

OWENS. Twenty-five?

HASS. Uh-humm, 25 or 30 . . . you see that box we brought up there . . .

OWENS. Yeah, but I never paid no mind.

HASS. It was nearly full, I think it was about 30.

OWENS. Did Foots Johnson get that for him . . .

[Inaudible.]

HASS. Yeah, believe he did . . . I'd like to have that lamp.

The CHAIRMAN. Mr. Kennedy, you may proceed.

Senator CURTIS. May I ask something about H-4?

Mr. Hass, you heard the record played; didn't you?

Mr. HASS. Yes.

Senator CURTIS. Did you read the transcript marked "H-4"?



Mr. HASS. Yes.

Senator CURTIS. Do you have any corrections in it?

Mr. HASS. I respectfully decline to answer on the ground it may tend to incriminate me.

Senator CURTIS. That is all, Mr. Chairman.

The CHAIRMAN. Don't you realize that all this evidence makes you look like a criminal? Do you realize that?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. You don't want to dispel any impression that you are a dynamite peddler, an arsonist, blowing up things, throwing things at cars, possibly shooting people? Don't you want to clear it up?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. All right. Play the next one. Play H-5.

(A recording was then played.)

The CHAIRMAN. Mr. Smith, you have heard the playing of the excerpt from this recording?

Mr. SMITH. Yes.

The CHAIRMAN. Have you followed it with the transcript before you?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Is it correct?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Mr. Owens, you heard it. Whose voices are they?

Mr. OWENS. Eddie Hass and myself.

The CHAIRMAN. Did you have such a conversation with Mr. Hass?

Mr. OWENS. Yes, sir; I did.

The CHAIRMAN. That is the man who is on the witness stand here?

Mr. OWENS. Yes, sir; that is right.

The CHAIRMAN. The transcript of it will be printed in the record at this point and the recording will be made exhibit No. 33.

(Recording referred to was marked "Exhibit No. 33" for reference and may be found in the files of the select committee.)

(The transcript of the recording follows:)

OWENS. Me and Pat Davis went right on down there and blowed it out.

HASS. You never did get nothing; yeah you got something out of that.

OWENS. \$600.

[Inaudible.]

OWENS. Yes, I got \$600.

HASS. How much did you give Pat?

OWENS. Hundred—I thought I'd do him like he done me [laughter]—I was thinking about that.

HASS. Why in the h—— didn't Shafter let me make that money.

OWENS. I don't know.

HASS. That burned my d—— [inaudible].

OWENS. I don't know, I rather had you than Pat Davis——

HASS. It sure made me mad.

OWENS. Sure as h—— had of ——

HASS. I need the f—— money too.

OWENS. Trying to run you off—well, you know, in a quiet way.

HASS. He wanted to make me quit.

The CHAIRMAN. Mr. Hass, you got a little offended because they didn't let you do that job; is that right? You wanted the money and needed the money?

Mr. HASS. I respectfully decline to answer the question on the ground the answer may tend to incriminate me.

The CHAIRMAN. Would you be willing to do a job like that for \$600?

Mr. HASS. I respectfully decline to answer the question on the ground my answer may tend to incriminate me.

The CHAIRMAN. You want to leave the impression that you would be willing to do it?

Mr. HASS. I respectfully decline to answer the question on the ground my answer may tend to incriminate me.

The CHAIRMAN. You know if you said "No," it couldn't possibly incriminate you, don't you, that you wouldn't be willing to? That is what an honest man would say, unless he meant that he might do it.

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. All right.

Are there any questions before we proceed with the next one?

Senator CURTIS. Mr. Hass, what Teamster officials or representatives, if any, have you talked to since you were subpoenaed by this committee?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. Have you talked to any of them?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Senator CURTIS. That is all, Mr. Chairman.

Senator ERVIN. Do you mean to tell me that it would incriminate a man just to talk to a Teamster official?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. I would say if that is true, this committee is certainly contaminated, because we have had a number of them up here talking to us.

Are you proud of it? I see you smiling, as if you think it is smart. Are you proud of it?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Proceed with the next recording, H-6.

Mr. KENNEDY. Mr. Chairman, this recording will show the courage that is needed in some of these operations, or exhibited by some of the participants.

(A recording, H-6, was thereupon played.)

The CHAIRMAN. Mr. Smith, you have heard the playing of this recording, and you have had a transcript of it before you. Is the transcript correct according to the recording?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Mr. Owens, you heard the recording, and followed it with the transcript before you. Is it correct?

Mr. OWENS. Yes, sir.

The CHAIRMAN. Did you have such a conversation with the witness Hass who is now on the stand?

Mr. OWENS. Yes, sir, I did.

The CHAIRMAN. This transcript of the recording will be printed in the record at this point, and the recording will be made exhibit No. 34.

(Recording referred to was marked "Exhibit No. 34" for reference, and may be found in the files of the select committee.)

(The transcript of the recording follows:)

OWENS. But I didn't think Vic Lang would do it, cause I don't think Vic Lang got the guts.

HASS. He ain't got much guts.

OWENS. I never heard of him doing anything.

HASS. He'll got out like Shafer and throw a few bottles at them trucks, that's all, but I just don't believe he'd go too far; he shot at one one night, one of my buddies told me. And he's pretty rough, and he said that old boy shut her down and started shooting at em and he said Vic Lang liked to have s—.

OWENS. Aw, h—.

HASS. He jumped over the front seat and crawled on the floorboard and you know where the handle is on a Ford, they was in a Ford just like yours, only it was black, and that handle jabbed him in the back. They said that son of a b— like to have died, he thought somebody had a gun in his back, see, my buddy set it down and was gonna tear that m— f— up, he was gonna kill him, because it made him mad when that guy started shooting at um, he shut her down and old Vic raised up and that handle caught him in the back and he thought that guy had the gun on him.

OWENS. [Inaudible.]

HASS. My buddy said he was crying, he said let's get the f— out of here.

OWENS. I never did, ah, Shafer wanted me to go out with him. I said, look, boy, I'll pick by own G— d— crowd I run with, cause that's the first time I ever seen Bob. You've seen people you just didn't want any dealings with. Well, that was you and Shaffer that brought the dynamite to Austin.

HASS. Uh hmmm (yes).

OWENS. I thought that was Holt.

The CHAIRMAN. Mr. Hass, do you want to make any explanation of that?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Some of you thugs really don't have too much courage, do you, except when you have the advantage. Isn't that what you find among those whom you associate with?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. It is the advantage that gives you the courage?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

The CHAIRMAN. Are there any further questions?

Mr. KENNEDY. As I understand, this last recording, Mr. Hass, you are reciting what happened to Vic Lang, who was one of the participants in this violence. He went out with another man and started shooting at one of the trucks; is that right?

Mr. HASS. I respectfully decline to answer on the ground that my answer may tend to incriminate me.

Mr. KENNEDY. And the truckdriver started shooting back, so Mr. Vic Lang hid in the bottom of the car?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. And then when he was hiding in the bottom of the car, he felt the handle of the door in his back, and he thought that somebody climbed in the car and stuck a gun in his back; is that right?



Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. He thought that this man had a gun on him and he started crying in the bottom of the car; is that right?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. So you and your friend found it very easy when you were just shooting at other people or throwing things at them when they couldn't see you, but once they started shooting back, you and your friends just collapsed completely, did you not?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. What it amounts to is you simply turned yellow; is that not the truth?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. You find it much easier when you can throw dynamite, throw rocks through cars, as long as they don't do anything back at you? Do you think that is a little easier than when they start fighting back?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Do you think you are a credit to a labor organization?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

The CHAIRMAN. Are there any further questions?

Mr. KENNEDY. Mr. Chairman, I would just like to say in the almost 2 years we have been in existence, and the violence we have gone into in the Teamsters Union, we never find any of them that do it by themselves, or who don't beat up an unarmed man or have three or four people join with them, in beating them with guns or beating them with hammers. Nobody ever goes out and just has a fight by himself in the Teamsters Union.

Mr. HASS. could you explain to me why that is?

Mr. HASS. I respectfully decline to answer on the ground my answer may tend to incriminate me.

Mr. KENNEDY. That is all, Mr. Chairman.

The CHAIRMAN. Call the next witness.

Mr. KENNEDY. I want to ask Mr. Smith about something.

The CHAIRMAN. Mr. Hass, you may stand aside for the present. You are not excused.

Mr. KENNEDY. Mr. Smith, you have some pictures of some of the dynamite that was uncovered. Mr. Owens told you where some of the dynamite was buried; is that correct?

Mr. SMITH. Yes, sir.

Mr. KENNEDY. Did you take some pictures of the dynamite?

The CHAIRMAN. Were you able to find it where he told you it was buried?

Mr. SMITH. We found it in the vicinity where he said it was buried, Senator.

The CHAIRMAN. It was stashed away?

Mr. SMITH. Yes, sir.

The CHAIRMAN. You did find it in the area or vicinity where he told you it was?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Did he accompany you out there?

Mr. SMITH. Yes, sir.

The CHAIRMAN. And he was able to point out to you where it was?

Mr. SMITH. Yes, sir.

The CHAIRMAN. All right.

Mr. KENNEDY. Are those two pictures of the dynamite?

Mr. SMITH. Yes, sir.

The CHAIRMAN. Those pictures may be made exhibit 35A and B. (Photographs referred to were marked, "Exhibits 35A and B" for reference. And may be found in files of the select committee.)

Mr. KENNEDY. Mr. Smith, did he also take you to the place where the dynamite was stored, Mr. Gensberg's place of business; is that right? Or his home?

Mr. SMITH. Yes, sir.

Mr. KENNEDY. Will you identify this picture for us?

(Photograph handed to the witness.)

The CHAIRMAN. What is that a picture of, Mr. Smith?

Mr. SMITH. This is a picture of Mr. Frank Gensberg's residence in the city of San Antonio, at 1743 Summit Street, and in the rear of this building is a garage apartment where Mr. Gensberg stated he visited Mr. Shafer and also Mr. Owens, and that is where Mr. Owens showed me where they stored the dynamite.

The CHAIRMAN. Did Mr. Gensberg know that they were renting it for the purpose of storing dynamite?

Mr. SMITH. No, sir, they told him they was insurance men.

The CHAIRMAN. Is that correct, what Mr. Smith just testified to, Mr. Owens?

Mr. OWENS. Yes, sir, it is.

Mr. KENNEDY. Mr. Chairman, we also have an affidavit from Mr. Gensberg, secured by Mr. Kamerick.

The CHAIRMAN. This affidavit will be printed in the record at this point.

(The affidavit of Mr. Gensberg is as follows:)

ROOM 564, POST OFFICE BUILDING,  
San Antonio, Tex., November 21, 1957.

I, Frank Gensberg, 730 McNeel Road, San Antonio, Tex., make the following statement to Paul E. Kamerick, who has identified himself to me as assistant counsel of the United States Senate Select Committee on Improper Activities in the Labor or Management Field. I have been advised by him that I do not have to make this statement.

During the year 1954, I lived at 1743 West Summit in San Antonio, Tex. At the rear of the yard at that address was a structure which was formerly a garage but which had been made into an apartment. This apartment was rented intermittently. In the late part of 1954 the apartment was vacant and so I placed an advertisement in the paper seeking a tenant for it.

About the time of the Christmas-New Year holiday season a man came to my home in response to the advertisement. I have since had this man identified as Raymond C. Shafer. At that time he said his name was something other than Shafer but the exact name escapes my memory at this time. He said that he was an insurance stock salesman and that he had frequent occasion to come to San Antonio and wished to rent the apartment as a headquarters to be used when he was in this area. I agreed to rent the apartment at \$37.50 per month and he gave me part of the first month's rent at the first meeting.

Within the next day or two this man came back with a second man whom he identified as his partner. I have since identified this partner as Buck Owens but a different name was given for him at that time. Shafer said that either or both of them might have use of the apartment from time to time. This was agreeable to me. I believe that on this occasion Shafer paid me the rest of the first month's rent.

A few nights later as I came home from work at about 9 or 10 p.m. I noticed a green U-Haul It trailer parked near the apartment and I assumed the men were moving in.

I saw no more of the men near the apartment and I saw no further activity around the apartment. About the middle of January I went back to the apartment to check and noticed that the door was not locked. I entered and found that the men had apparently vacated.

Among the things that I noticed in the apartment was the fact that a green checked blanket was missing. This was an unusual blanket in that it was double length. I later identified the blanket which was recovered by Texas Ranger Zeno Smith as the same as the one which was missing from my apartment.

I also noticed that the cord which raised and lowered one of the venetian blinds was missing.

I have read the foregoing statement consisting of this page and one other page and it is all true and correct.

/S/ FRANK GENSBERG.

Subscribed and sworn to before me this, the 21st day of November 1957.

[SEAL]

/S/ BEVERLY HIGHSMITH,

*Notary Public in and for Bexar County, Tex.*

My commission expires June 1, 1958.

The CHAIRMAN. The last paragraph handed to the witness may be made exhibit 35C.

(Photograph referred to was marked "Exhibit No. 35C" for reference and may be found in the files of the select committee.)

Mr. KENNEDY. Mr. Chairman, I would like just to repeat what I said yesterday, that if it weren't for the help and assistance of Mr. Smith, we would not have received this information. Almost all of the work that was done in this case was done originally by the Texas Rangers and particularly by Mr. Smith. And, of course, with the help and assistance of Mr. Buck Owens, we are now able to have this testimony.

We are also very appreciative of the help of Mr. Garrison, head of the Bureau of Public Safety in Texas, who has also been of great assistance to this committee.

The CHAIRMAN. To Mr. Smith and the Rangers, and to Mr. Garrison and others who have cooperated with the committee, we express our sincere appreciation. I am sure, gentlemen, including Mr. Owens, who has cooperated, and the other witness, Mr. Springer, who has cooperated with the committee, I am sure the American people, the decent American citizens throughout this country, feel grateful to you for the cooperation you have given, for your willingness to help this committee perform the proper functions of Government to the end that just and effective laws may be enacted to preserve law and order and decent society in this country. Thank you.

Senator ERVIN. Mr. Chairman, I would just like to add a few observations.

Mr. Smith has lived up to the finest traditions of the Texas Rangers. The Texas Rangers have been engaged in law enforcement under most adverse circumstances about as long as there has been a State or Republic of Texas. I would venture this assertion, that there never has been a man who served with the Texas Rangers who ever invoked



the fifth amendment when he was asked whether he was a Texas Ranger.

The CHAIRMAN. Mr. Smith and Mr. Owens, you gentlemen will remain under your present subpoena. In the event the committee should need to recall you, reasonable notice of the time and place will be given you. Do you acknowledge that recognizance?

Mr. SMITH. Yes, sir.

Mr. OWENS. Yes, sir.

The CHAIRMAN. Mr. Springer, that will apply to you also.

Mr. SPRINGER. Yes, sir.

The CHAIRMAN. We may need further testimony from you and, if so, you will just be notified, and given reasonable time and opportunity to appear before the committee. Do you accept that recognizance?

Mr. SPRINGER. Yes, sir.

The CHAIRMAN. Mr. Gilbert, the same applies to you. This is just to avoid having to resubpena you. Do you agree to appear if the committee requests you?

Mr. GILBERT. Yes, sir; I do.

The CHAIRMAN. Thank you.

Mr. KENNEDY. Mr. Hass, Mr. Shafer, Mr. Bunch, and Mr. Johnson.

The CHAIRMAN. Mr. Hass, Mr. Shafer, Mr. Bunch, and Mr. Johnson, come forward, please.

The committee places you under recognizance to reappear and further testify before this committee upon reasonable notice of the time and place, at such time as the committee may desire further testimony from you.

Do each of you acknowledge that recognizance and do you agree so to appear without being further subpoenaed?

Mr. JOHNSON. I do.

Mr. HASS. I do.

Mr. SHAFER. I do.

Mr. BUNCH. I do.

The CHAIRMAN. Let the record show that each one answered audibly "I do."

The Chair wishes to make a further announcement.

Witnesses come here and testify against these mobs and crooks and thugs and gangsters and racketeers under some strain, because they know the character of these people, just as we have been talking here, that they are the sneaky sort, the kind that wouldn't fight fair, that have to resort to violence, corruption, take all advantages before they will act.

Under such circumstances, this committee feels that everyone should be warned that no retaliation, threats, or violence will be tolerated, and if such thing occurs the one who commits such act, in the judgment of this committee, is guilty of contempt of the United States Senate. We will undertake to deal with them accordingly.

Witnesses who have testified here, if they are threatened, or in any way interfered with, or any violence committed against them by reason of the testimony they have given here, are instructed to report such threats, violence, or intimidation promptly to the committee.

Is there anything further?

All right, Mr. Smith and Mr. Owens, you may be excused.

You other gentlemen will remain here for the rest of the afternoon until such time as we determine whether further testimony will be

needed from you, or further derogatory testimony received against you that you are entitled to hear.

Be seated.

Mr. Smith?

Mr. SMITH. I would like to say a word or two, Senator, that if there is any cooperation we may give you and other Senators on this committee, we certainly will be glad to do so. You have a very, very good job and a hard job.

The CHAIRMAN. Thank you. We need the cooperation of all decent elements in this country.

I understand we are not prepared to proceed further this afternoon.

The committee will stand in recess until 10:30 in the morning.

(Whereupon, at 3:35 p.m., the select committee recessed, to reconvene at 10:30 a.m., Wednesday, November 19, 1958.)

(Members of the select committee present at the taking of the recess were: Senators McClellan and Ervin.)





# INVESTIGATION OF IMPROPER ACTIVITIES IN THE LABOR OR MANAGEMENT FIELD

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WEDNESDAY, NOVEMBER 19, 1958

U.S. SENATE,  
SELECT COMMITTEE ON IMPROPER ACTIVITIES  
IN THE LABOR OR MANAGEMENT FIELD,  
*Washington, D.C.*

The select committee met at 10:30 a.m., pursuant to Senate Resolution 221, agreed to January 29, 1958, in the caucus room, Senate Office Building, Senator John L. McClellan (chairman of the select committee) presiding.

Present: Senator John L. McClellan, Democrat, Arkansas; Senator Sam J. Ervin, Jr., Democrat, North Carolina; Senator Barry Goldwater, Republican, Arizona; Senator Carl T. Curtis, Republican, Nebraska.

Also present: Robert F. Kennedy, chief counsel; Jerome Adlerman, chief assistant counsel; Paul Kamerick, assistant counsel; John J. McGovern, assistant counsel; Ruth Y. Watt, chief clerk.

The CHAIRMAN. The committee will be in order.

(Members of the select committee present at the convening of the session were Senators McClellan and Curtis.)

The CHAIRMAN. Call the next witness.

Mr. KENNEDY. We are going into a different matter this morning, Mr. Chairman.

The first witness is Mr. Desmond Barry.

The CHAIRMAN. Mr. Barry, come forward, please.

You do solemnly swear that the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. BARRY. I do, sir.

## TESTIMONY OF DESMOND A. BARRY

The CHAIRMAN. Mr. Barry, state your name, your place of residence, and your business or occupation.

Mr. BARRY. Desmond A. Barry, Houston, Tex. President of the Galveston Truck Lines.

The CHAIRMAN. Thank you, sir.

Do you waive counsel?

Mr. BARRY. I do waive counsel, sir.

The CHAIRMAN. Proceed, Mr. Kennedy.

Mr. KENNEDY. Mr. Barry, how long have you been in the trucking business?

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Mr. BARRY. I started in the trucking business in 1926, but I was away from it for a number of years between the start of World War II and the fall of 1954.

Mr. KENNEDY. How long has your family been in the trucking business?

Mr. BARRY. My father was in transportation in the railroads for 30 years. He started in the truck business in 1929. I returned at that time to Texas and went into the Galveston Truck Lines.

Mr. KENNEDY. Where did you come from originally?

Mr. BARRY. I was born in California, sir.

Mr. KENNEDY. You went to school there?

Mr. BARRY. I went to school primarily in Texas.

Mr. KENNEDY. Mr. Barry, how long have you had this trucking company of your own, or on your own?

Mr. BARRY. The Galveston Truck Lines is a corporation. It was incorporated by Galveston individuals in 1929. My father took it over in approximately 1931 or 1932.

Mr. KENNEDY. And when did you take it over?

Mr. BARRY. I took it over in the fall of 1954, after my father's death.

Mr. KENNEDY. Mr. Barry, you have had some difficulties and problems with the Teamsters Union; is that correct?

Mr. BARRY. Yes, sir. We are in our fourth year.

Mr. KENNEDY. And this involves the so-called hot cargo clause, hot cargo—the refusal to handle your goods; is that right?

Mr. BARRY. Correct, sir; it does.

Mr. KENNEDY. Mr. Chairman, Mr. Barry felt it was better in order to present his situation to talk from notes and give us a background on what has been his relationship with the Teamsters Union and what his problems and difficulties have been. I thought that that would be satisfactory to the chairman of the committee.

The CHAIRMAN. You have no prepared statement, but just notes from which you wish to testify?

Mr. BARRY. Just notes, sir.

The CHAIRMAN. You may proceed. We will try not to interrupt you any more than we feel to be necessary for clarification while you proceed to make your statement.

Mr. BARRY. Thank you, sir.

I think it might save time to do it in this fashion because I have, during this entire 3½- or 4-year period kept a series of notes in chronological order. I think we could probably go through this more rapidly in that fashion.

The CHAIRMAN. That will be very good.

Mr. BARRY. All right, sir.

As I say, I returned to the Galveston Truck Lines after my father's death in 1954. I was living in Fort Worth at the time and commuted back and forth.

(At this point Senator Ervin entered the hearing room.)

Mr. BARRY. My father had been ill for a number of years. He had a general manager operating the line.

Upon my return to the truckline, and naturally having been gone a number of years, I was endeavoring to learn again the truck business. I instructed my employees to continue with the routine operations, but to call my attention any indications of trouble or similar situations in our company.

I believe it was in February of 1955 that my office came to me and laid down a check and said, "The dues that we have been paying to local 968 in Houston have been returned as they are improper."

The CHAIRMAN. Who did that?

Mr. BARRY. My general manager.

I said, "Why are we paying dues? You told me we had no union contract covering our employees here or our over-the-road drivers."

He said, "This is correct, but you had told me to leave the routine alone."

I said, "Yes, but this is more than routine."

But, nevertheless, the record then, as I got into it, indicated that we had been paying dues to the local. We had no contract. Our employees were not charged for those dues. It was the most surprising situation to me.

The CHAIRMAN. Were they issued membership cards?

Mr. BARRY. I believe they were. At least some of them were. I don't know the full story on that.

But, nevertheless, I said, "We will do no more of that."

Then it was a month or two after that that we were approached for a contract.

I would like to back up a moment to the fall of 1954. In the fall of 1954, Teamsters Local 886 in Oklahoma City approached me through my office there and said, "We want a contract covering your pickup and delivery drivers."

I said, "Do you represent them?"

They said, "Yes."

I went to Oklahoma City, where we had only one pickup and delivery driver. He said, "I am a provisional member of the union."

I said, "Do you want for us to sign a contract?"

He said, "Well, it doesn't make any difference to me. I am a member. They do represent me."

I said, "All right, then, I will sign a contract under those circumstances," and I did, covering that one pickup and delivery driver.

Then in the spring of 1955, a contract was thrown on our desk and we were told to sign it.

The CHAIRMAN. By whom?

Mr. BARRY. By a representative of Teamsters Local 968 in Houston, Tex. We are a Texas corporation. Our headquarters are in Houston. We are actually, a small, irregular route common carrier. We have only one other terminal, that one in Oklahoma City.

The demand that we sign the contract was not followed up by any proof of representation of our employees. They just said, "You will sign it."

I said, "Well, I am not so sure that we will, but we will discuss it with you."

After my refusals to sign, they then telegraphed us from Oklahoma City, asking us to meet at the Southern Conference of Teamsters headquarters, which is Dusty Miller's headquarters, in Dallas, to discuss it.

I took my general manager, Mr. Hardy, and one of our drivers, J. B. Sullivan, went to Dallas, and met with them at their headquarters, discussed with them the contract that they were intending that we sign, and again asked, "Do you represent our employees?"



They said, "That doesn't make any difference. We are organizing you from the top."

I said, "Well, that may be so; it may not. We will discuss it."

At that time, they wanted to know why I had brought Sullivan there. They said, "We don't want him in the meeting."

I said, "He will stay here."

The CHAIRMAN. Sullivan was a laborer?

Mr. BARRY. He was one of our drivers, a long-time employee.

Those demands then were that the contract be signed in its entirety as it was the standard over-the-road contract that the other carriers had signed.

I said, "You understand, of course, there is a difference in the characterization of operation here between the regular rout carriers to whom this contract conforms, and our irregular operation, which is an entirely different operation."

He said, "That makes no difference. You will sign the contract as is."

I said, "How about the clause in the contract that requires that an employer's previous contract with his employees that contains a superior clause to one in the Teamsters Union contract, what will happen?"

They said, "You will sign this contract and conform to it as it says."

I said, "Even if it makes me pay more than my competitors?"

They said, "You will sign the contract as is, and I want it on my desk by Tuesday morning at 8 o'clock."

I said, "Gentlemen, I don't think you will get it by Tuesday morning, but I invite you to attend a meeting of our employees." We have regular safety meetings the first Saturday of each month, and I invited him to come down and talk to our employees.

He said, "I don't want to do that."

I said, "We have a policy with our employees where if we are going to change anything in our operation, then quite clearly we are going to discuss this with them and have them decide what they want."

They said they didn't think they would go along, and I said, "Well, you have your invitation."

That broke up the meeting.

Prior to the meeting I invited them again and they did come to the meeting. At that meeting they told the employees they didn't care what they wanted, that they were signing a contract with me, not with them.

Senator CURTIS. Who were the individuals?

Mr. BARRY. Randy Miller of local 968 in Houston, and W. W. Teague, out of the Southern Conference headquarters in Dallas.

The CHAIRMAN. Is that Miller the one they call "Dusty" Miller?

Mr. BARRY. No, sir; this is a different Miller.

Senator ERVIN. That may be orthodox unionism, but it certainly is peculiar law, that the agent of the principal does not care what the principal wants, but the agent makes a contract irrespective of the wishes of the proposed principal.

Mr. BARRY. I was very naive in those days, but even then it looked peculiar to me.

The CHAIRMAN. You may proceed.

Mr. BARRY. During that meeting I asked any of our employees if they wished to question those members of the Teamsters Union that

were making these demands. They did not seem to wish to, so I asked the specific question: "What will happen if one of my employees does not desire to belong to the Teamsters Union?"

He said, "Then he wouldn't haul any freight for Galveston."

I said, "Whoa, wait a minute. What about the Texas right-to-work law?"

He said, "Well, I didn't mean it that way. What I meant was that he would probably have trouble loading or unloading in Oklahoma."

He said, "You must remember, we are working very closely with the Stevedores Union, and they are a mighty tough bunch."

So to the demands we now had some very thinly veiled threats. Nevertheless, they left when they saw that our drivers were getting a little unhappy with them.

I asked my employees if they wanted the union to represent them. They said, "We do not."

I said, "That is all I need to know. I will not force you into a union against your will."

The CHAIRMAN. About how many employees were at that meeting?

Mr. BARRY. There were, I would imagine, about 15 or 16 at that time.

The CHAIRMAN. What was the total?

Mr. BARRY. Our total driver employment at that time, over-the-road drivers, would be somewhere in the vicinity of 20 or 25 drivers.

The CHAIRMAN. There was a majority present?

Mr. BARRY. Correct, sir.

Following that we began to get additional demands for us to sign a contract, but we ran into a peculiar circumstance. These demands were no longer coming from the local 968 in Houston, our corporate headquarters, but suddenly were beginning to come to us exclusively from local 886 in Oklahoma City. At that time I knew of no employee of ours who belonged to local 886.

The demands continued. They were accompanied by threats of economic pressure.

I had my attorney, Jim Saccamanno, send a letter to them, suggesting to them that they petition for a representation election, and if that election indicated that they did represent our employees I would sit down and bargain in good faith.

That letters was first sent to 968 in Houston. A duplicate of the letter was later forwarded to local 886 in Oklahoma City, and neither one has yet been replied to.

Nevertheless, on April 18, 1955, a secondary boycott was invoked against us at Oklahoma City.

On the previous day, the one pickup and delivery driver that I referred to, who was contracted to the local in Oklahoma City, was instructed by the union not to report to work. As soon as that was reported to me, I told my Oklahoma City manager to get him on the phone and tell him to get to work and start hauling freight.

He immediately followed those instructions, and did work from then on. My employees in Houston kept right on operating.

The secondary boycott was invoked against us under the "hot cargo" clause, of course, but to me there were very peculiar circumstances to the invoking of that boycott. There was no notice officially put out by the Teamsters Union, to any of the motor carriers that were involved in the boycott.

The boycott started on April 18. There were sporadic refusals and acceptance of our freight. That is a very dangerous situation to a recipient of such treatment.

The CHAIRMAN. Now, may I ask at this point, were there other companies also involved in the secondary boycott?

Mr. BARRY. Suffering from the boycott

The CHAIRMAN. Was the secondary boycott applied to other trucking companies, other than yours?

Mr. BARRY. Not at that time.

The CHAIRMAN. Only to your company?

Mr. BARRY. Only to our company.

The CHAIRMAN. All right.

Mr. BARRY. The carriers up there who were refusing our freight by the 28th or 29th, I think it was, of April, had shut us down completely. Our men were still operating, our trucks were still rolling, but they wouldn't take the freight at Oklahoma City, and got on those trucks, went with those trucks, and physically tendered the freight to the boycotting carriers.

I think it is extremely important, the attitude of the recipient of those tenders. They were the employees of these carriers to whom I tendered this freight.

Senator CURTIS. Who were those carriers in Oklahoma City that at this time you refer to were using the boycott?

Mr. BARRY. There were practically every carrier to whom we tendered freight. You see, our operating authority permits us to operate general commodities from Houston to Oklahoma City. Those commodities that are destined for points beyond Oklahoma City we must necessarily interchange or interline at Oklahoma City. All of the carriers to whom we tendered freight refused it.

Senator CURTIS. Could you, for the record, name some of the principal ones?

Mr. BARRY. Yes, sir. Sante Fe Trails Transportation Co.; Lee Way Motor Freight Lines; Sooner Freight Lines; BeMac Transportation Co.; Riss Co.; M. & D.; Chief.

Senator CURTIS. Now, just one more question in that connection and then I will not interrupt: At this time, your boycott trouble was primarily in Oklahoma City and not in Galveston and Houston; is that correct?

Mr. BARRY. We never had any boycott trouble anywhere except Oklahoma City.

Senator CURTIS. It was all at Oklahoma City?

Mr. BARRY. All at Oklahoma City.

The CHAIRMAN. I have one other question for clarification. Was it the employees of those companies that refused to handle it because of the hot cargo situation, or was it the company officials themselves?

What I am trying to differentiate between is whether it was union members, Teamster Union members in the employ of these companies that refused to handle it, or did the companies, the officials of the companies, reject it.

Mr. BARRY. I started at the bottom and worked up. I took every employee on every dock of every truckline, went to his supervisors, to his manager, and got to the vice president of the company, if he was present. In each instance, the refusal was by each individual.



The CHAIRMAN. It was by both, then? In other words, the refusal was at least condoned, if not approved, by management?

Mr. BARRY. I would like to go a little further than that, if you will permit, sir.

The CHAIRMAN. All right.

Mr. BARRY. On tenders that I made to Chief Freight Lines, for example, I had visited some of the other motor carriers. I was being refused here and there. I was attempting to get some carriers to accept the freight so that I could immediately phone the rest and say, "Do you want your competitor to get all your business?"

We took an 82,000-pound shipment over to Chief. They accepted the 82,000-pound shipment after they had refused many smaller LTL shipments. I then demanded that they take the LTL shipments, ordered my office to send the truckloads back there with every pound of freight that would go over the lines to that carrier. They said they couldn't take it. And this was the vice president of the company, Mr. Hoffheintz, that was making the statement.

I said, "Why can't you take the freight?"

He said, "We have a real, tough dock steward."

I said, "I am not tendering it to him. I am tendering it to you."

He said, "We can't take it."

I said, "Let me suggest, sir, that you carefully look into what you are doing, because you are obviously discriminating one shipper against the other. This is not our freight. This is the public's freight that we are hauling. Your refusals, therefore, are not only a secondary boycott of us, but to the shippers who are tendering the freight to us as the originating carrier. I would suggest to you that you now get your attorney and have him advise you properly."

He went to the telephone and called, and came back laughing, and said, "The Teamsters Union said it is OK for me to take it."

I am sorry, but I blew up. I said, "Who in hell is running your truckline, you or the Teamsters Union?"

Nevertheless, I pointed out to him then what he was getting into. He said, "What are you going to do, sue me?"

I said, "I will do what my attorney suggests under the circumstances. I am just getting the facts." I said, "Now, I want to know why you will take one shipper's goods and refuse another."

He said, "Well, I will tell you why I am doing it. The union says I can take the last shipments that were on the road."

I said, "For your information, the shipment that you have accepted has a later date than all of the other shipments I am tendering to you. Now, will you accept the earlier shipments?"

He said, "No, I am not going to accept them."

I said, "That is all I want to know, sir."

Senator ERVIN. These companies base the boycott of the freight handled by your company on the hot cargo clause in their contracts with the Teamsters?

Mr. BARRY. Correct, sir.

Senator ERVIN. And the Teamsters apparently invoke these hot-cargo contract provisions solely because of the fact that you had refused to compel your employees to join the Teamsters?

Mr. BARRY. I would say it probably is a great deal more serious than that, sir.

Since then, innumerable individuals, including members of the Teamsters Union involved in our case, have advised me, "We did not go after you to organize you. Your competitors forced us to."

Senator ERVIN. They did make demands on you that you make your employees, your drivers, members of the Teamsters, and pay dues for them?

Mr. BARRY. Correct, sir.

Senator ERVIN. And agree to a contract even though that contract was contrary, the provisions of it in many instances were contrary, to the wishes of your employees?

Mr. BARRY. It was simply organizing from the top, because my employees did not desire to belong.

Senator ERVIN. And you assured the Teamsters locals that if they had called for a representation election and carried the election that you would sit down with the Teamsters local as the bargaining agent for your employees and negotiate in good faith with a view to reaching the contract?

Mr. BARRY. I definitely did.

Senator ERVIN. And they ignored that offer, in your mind?

Mr. BARRY. I was ignored quite often, sir. But I would go a little further on this now, because I think it is important.

When I was visiting these various carriers and making these tenders of freight to these individuals, in every instance it was obvious that those individuals were not making their own decisions. When I would pin them down as to their reasons for refusal, they would say, "The steward told me not to take it."

I said, "How about your own rights?"

In others, they said, "Well, my employer tells me not to take the freight."

Senator ERVIN. The Taft-Hartley law has a very democratic provision in it with respect to these matters. It makes it obligatory for an employer to negotiate in good faith with any union which has been selected in an election as a representative of the employees by a majority vote; does it not?

Mr. BARRY. Correct, sir.

Senator ERVIN. And the Taft-Hartley law also makes it illegal to resort to boycott for the purpose of compelling the employees to want recognition of the union as a bargaining agent in the absence of an election or assurance that it had been selected by a majority of the employees?

Mr. BARRY. Correct, sir. And following that particular statute, when I saw that these refusals had made me an adequate record, I went to the National Labor Relations Board regional office at Fort Worth, Tex., and filed an unfair labor practice charge against local 886. It was investigated immediately, and the reports of the investigating team were forwarded to the NLRB here in Washington.

At the same time, it must be remembered that this now is on or about the early part of May.

On the 29th of April, the Teamsters Union did finally send a letter to the motor carriers telling them that on this date, Galveston Truck Lines is officially declared unfair.

We were enjoying a hot-cargo secondary boycott from April 18 to April 29, and suddenly we are officially unfair. Not a single employee

of Galveston Truck Lines was on strike, not a single one ever went on strike or on the picket line. We had no picket line.

This particular complaint with the NLRB that I referred to was filed on May 6.

On May 4 I filed with the Interstate Commerce Commission an emergency temporary authority application to provide the motor-carrier service that the other carriers were refusing to provide in the boycott area. The Commission granted that authority with us and we were suddenly armed with a parallel authority to that of the boycotting carriers to provide the service that they had refused to provide. Of course, that kind of threw the whip cream in the fan.

Senator ERVIN. At any time during the occurrence of these events, did you have any knowledge that any of your employees had affiliated themselves with the Teamsters Union, except the one in Oklahoma City that you mentioned?

Mr. BARRY. I knew of none. My men were all working, all operating. If they had belonged, I imagine that the fictitious strike might have pulled them off.

After obtaining that emergency temporary authority, I filed a formal complaint with the ICC.

I am going into some of this detail because I think it is important to indicate to you that we pursued every legal remedy that we could think of, that we provide a freedom of commerce on the highway for the shipping public. Even after that, these conditions still exist, and that is why I am desirous of putting in what we attempted to do in following legal recourse.

In that formal complaint, we charged the boycotting carriers with a violation of their certificates, in that they were refusing to provide a continuous adequate service to the public. That was filed with the Interstate Commerce Commission here in Washington. It was sent back as being improperly prepared.

In the meantime, we were operating under this emergency temporary authority. We are primarily a truckload concern, and we could then deliver those shipments to destination, beyond what our normal territory authority had been.

On the LTL shipments, it became necessary for us to effect other means of delivery because they were still being refused. Those tenders that we made in Oklahoma City were normally from that point on made over the telephone because it would be ridiculous to attempt to take our trucks to every dock of every carrier in town each day, when the same shipments were the ones that were being retendered.

We then began to load our trucks with those shipments and take them to other points and tender them to the carriers where they were refusing them in Oklahoma City. Many of the shipments that were refused in Oklahoma City I then sent back to Wichita Falls, Tex., truckload lots, interlined them with Best Way there, who then took them back to Oklahoma City, and tendered them to the carriers who had refused them from us, and those carriers took them and delivered them to destination. In the meantime, those shipments were delayed weeks.

On May 9, the carriers in Oklahoma City contacted us and asked, "Do you have a strike? Do you have a picket line?"



We told them we did not. I got thinking about it and phoned them back and asked why the question.

They said, "The question was asked because we are now notifying the Teamsters Union officially that we are violating the hot-cargo contract we have with them because there is no strike and there is no picket line at Galveston Truck Lines."

I said, "Who did you pass that information to?" This was M & D Motor Freight Lines.

They said, "We passed it to Mr. Bacon, our boss in Dallas."

I got on the plane and went to Dallas and asked for an appointment to talk to him. He did talk to me on the telephone.

He said, "Yes; I did ask that question."

I said, "For what purpose?"

He said, "Well, I wanted to pass it on to Mr. Moore, who was the chairman of the association committee who negotiated the contract with the union, including the hot-cargo clause."

I said, "Fine, but for what purpose?"

He said, "We wish to advise Mr. Hoffa in Chicago that there was no strike and no picket line at Galveston and therefore the contract was being violated."

I immediately reported that to the National Labor Relations Board at Fort Worth, and the next morning, for the first time in 3 weeks, we did have pickets. They were strangers, and we enjoyed their company from then on. But it never included one of our employees, because we kept right on hauling freight.

Mr. KENNEDY. The explanation for that is that the employers' inquiry of the Teamsters Union was employers that actually got the picket line established before your place of business?

Mr. BARRY. It would seem reasonable to assume that.

Mr. KENNEDY. It was the employer's implied suggestion to Mr. Hoffa that ultimately or the next day brought about the picket line?

Mr. BARRY. Correct, sir. At least, I assume that from the circumstances.

Then the Interstate Commerce Commission advised they were not going to continue our 15-day emergency temporary authority. They gave us an additional 2 days while they advised it. That was a pretty good indication that we probably wouldn't get any more.

I got on the plane and came to Washington and went to the ICC and banged on every door that I could get into to talk to anybody about it.

By the same token, I went to the National Labor Relations Board and pursued the same tactics.

I will admit I came up here quite fearful of what the results would be.

Back in the spring of 1955 it was not proper to pick on the Teamsters Union. Today there are many adherents to our belief that it was a racket then and it is today.

At the ICC I was advised that we were not going to get a further extension of our temporary authority.

I then insisted that our complaint be pursued, that an investigation be set up, a hearing be set up, and that the whole issue be investigated thoroughly.

At the same time, I filed a petition for reconsideration of the Commission's denial of an extension of our emergency temporary authority and the complaint went with it.

The Commission reconsidered and did give us another 15-day ETA.

The following day, the National Labor Relations Board here in Washington instructed the regional office at Fort Worth to proceed against the Teamsters Union at Oklahoma City for an injunction.

That was about the 23d of May.

On May 31, the Teamsters Union and the National Labor Relations Board sat down and signed a stipulated settlement agreement that they would cease and desist from the illegal practices that they were denying they had engaged in.

Suddenly, one of the loopholes—if I might bring it out, Senator—in the Taft-Hartley law become evident, in that whenever the Teamsters Union wished to pursue a tactic that would be illegal under the law, and could get pinned down to that illegality, they then could plead guilty and the determination finally could no longer go forward.

I then refused to sign that stipulated settlement agreement on the grounds that it did not include clauses necessary to determine the legality of the issue that we had put in the hands of the NLRB under the Taft-Hartley Act.

They were forced then to forward it here to Washington without our signature and we then filed a formal protest to the NLRB to the acceptance of the stipulated settlement agreement, and said, "Let's go to court. We want this issue tested."

Our petition was denied.

On May 31, 1955, our secondary boycott was over. The carriers were taking our freight. That stipulated agreement was later substantiated in a decree in the Federal court, which presently holds in the Tenth Circuit Court of Appeals, over their head, not to boycott us at Oklahoma City under circumstances such as this.

There is little or no protection in such an act and in such a procedure when the injunction is as limited as that.

We then seriously looked into the whole picture, because we could see that, yes, we have no trouble. Our boycott is over. But we have not produced one iota of defeat for the hot cargo clause itself. It still exists in the contracts of all of these carriers and they are invoking it against shippers and receivers elsewhere.

Senator ERVIN. This field that you are talking about is one that interests me legally. It seems that in this particular area, the Congress itself was blowing both hot and cold. As I understand the Taft-Hartley, and it is a very complex law, Congress itself has legalized, apparently, some hot cargo contracts under the Taft-Hartley law; whereas Congress shall provide in respect to the transportation of freight, at least by common carriers, that they have a legal obligation to accept and transport freight of anybody that tenders the freight to them as long as these people are willing to pay the tariffs, and as long as they have any facilities.

So we have two acts of Congress which apparently permit two conflicting situations.

Mr. BARRY. Senator, the very points that you are bringing out is one that Jim Saccamanno and I went very carefully into at the beginning of the boycott.

I might point out at this time that at the time of the boycott, I went to many of the top attorneys who were experienced in labor law, or as practitioners before the Interstate Commerce Commission. In every single instance I was told "Des, you can't win." They said that the Teamsters are riding mighty high in the saddle.

Well, I know from now down in Texas that a burr under the saddle unseats the mightiest, and I went looking for one, and the burr I found was little Jim Saccamanno, who was not an ICC practitioner, not a labor attorney. He had never read the Taft-Hartley Act. He said, "Des, I don't know," and I said, "Well, Jim, you are the only qualified attorney I have talked to."

Senator ERVIN. Of course, you stood up and fought for what you conceived to be your rights and the rights of the people who were working for you.

Mr. BARRY. Very definitely.

Senator ERVIN. But that hasn't happened except one time out of a thousand, and these tactics, which were clearly in violation of the provisions of the Taft-Hartley probably brought in fruit to the Teamsters in 999 cases, at least, out of 1,000. In other words, there are a lot of people who would probably pay tribute than make expenditures for defense.

Mr. BARRY. I think there is nothing more needed in this country than a few people who will stand up and fight for rights. We have seen too many instances where minority power has been knuckled under. We will never do it in our truck lines. The loyalty of our employees is such that I would never find a way to turn my back on it.

Senator ERVIN. I think we need more Americans like Steven Decatur, making the comment about the Barbary pirates of millions for defense but not one cent for tribute.

Mr. BARRY. I agree with you. But to follow that difference of opinion between the Taft-Hartley and the Motor Carrier Act, we could not see that if we pursued a defensive procedure in our battle on this issue, that we had any possibilities of winning, because there had been too many instances of loss. We thought it necessary that we find some other method of proceeding, some other forum, or some other statute under which we could proceed.

Jim's summation of it was let's go back to the basic common law. The basic common law says that two individuals cannot contract together away the rights of another not a party to that contract. He says, "A common carrier is a public utility, and a utility may not refuse the public service."

So we went, first, as I mentioned, to the Interstate Commerce Commission. But let's go a little further.

In every instance that I have seen in the past, where someone stood up to the Teamsters Union, sooner or later violence came. I was afraid of violence more than anything else. I had seen too many instances where the police powers of a municipality would protect the rights of a minority group but ignore those of an individual.

So I admit that I went to the newspapers in Oklahoma City and I said, "I want you to take a look at this. I want the spotlight of



publicity on this issue so that public opinion can determine what is going on. And if you spotlight this sufficiently, then there will be no violence."

By the same token, as I had mentioned before in going to the members of the union who were refusing to handle the freight, they were following orders, they resented the position they were being put in, because the normal union member is a dad-gummed good American, and he doesn't like that kind of stuff. By the same token, so do many of the officers of the local.

I went to many of the officers of the local. This may be just incidental, but to me it is important. My manager in Oklahoma City is a Mason. So are some of the officers of the Teamsters local there. My manager said, "Look, we are brother Masons. Violence is something that we should never countenance."

We never had one iota of violence in Oklahoma City, and I think some of the reasons are obvious.

But to continue and pursue the action of what we were attempting to do, because I think it is most important for us to indicate to you what we tried to do in order to convince you that we did everything that we could find under law, and then you can decide whether additional legislation is necessary to protect against such power or procedures, as I said, we went to the NLRB with a complaint against the union. That is the only instance in which we have proceeded against the Teamsters Union.

As I say, they pleaded guilty, when they capitulated in our instance. We did not then sue the union. If you sue the union, you don't get to the president, who is responsible for it. You get the members' money, and the members resented as much as we did, what they were forced into. I know we could have collected by suing the union, but what would we have gained on the issue that was more paramount?

We then decided that our action must be against the carriers. We had been told that the carriers forced the union into going after Galveston Truck Lines. We had been told by the president of the local when I signed the pickup and delivery contract:

I do not represent your employees, your road-haul drivers. I will make no effort to organize them because I don't represent them.

Yet I have had other officers of that union tell me that he attended a meeting at Dallas, Tex., at which time certain individual carrier executives insisted that he go get J. H. Rhodes and Galveston Truck Lines.

They said:

We want you to get Galveston Truck Lines to show J. H. Rhodes they have to knuckle under, because both of them are flagging off on rates.

This gets pretty complex as we go along. I will come back to flagouts, if you will permit me.

Senator ERVIN. I think that the provision in the Taft-Hartley law allows a majority of employees in a company to elect a bargaining agent for the group is a very fine thing, because it is something that would tend to bring industrial peace if there is any reasonable adherence to the law, and it also puts the employees on the basis where they can bargain effectively. But for the life of me I have never been able to understand why any human being is so greedy of power that

he would like to represent or purport to represent men who are unwilling for him to represent them.

In this particular case, this proves what our forefathers knew so well when they drew the Constitution, that no man or group of men is fit to be entrusted with unlimited power, either legally or illegally.

Mr. BARRY. I surely agree with you, sir, and I think it is quite evident in the issue of this case of ours that the president of the Teamsters local in Oklahoma City had that unlimited power. He testified on the witness stand in one of our numerous cases that he had taken the issue of a hot cargo secondary boycott of Galveston Truck Lines to his executive committee as required by the contract, and that they had approved that boycott. The other members of that local say that is a lie, it was never before the executive committee.

But there, again, is the power that can enforce such things as this. And is there then possibly a collusion or a conspiracy between that individual and certain motor carriers to invoke this sort of a boycott for their own selfish aims?

Is there, I ask you, sir. I think it would be worth looking into.

But to go ahead, we had decided that we must find a battlefield of our own, and weapons of our own.

Knowing that the tactics that others had engaged in in protecting their rights in similar instances in the past, we did go to the Motor Carrier Act, because in that Motor Carrier Act, it says that a motor carrier, franchised by the Commission must provide a continuously reasonable and adequate service to the public, and that if he does not, his certificate may be revoked or suspended. In our complaint, we did ask that the investigation, if it proved there was a violation, issue then a cease-and-desist order which, if ignored, should subject those carriers to the revocation of their certificates.

As I say, we had stopped the boycott of our company; we hadn't gained any defeat for the hot-cargo clause, which still exists. We took a good, close look at that situation then, because to us it was a danger, not to use as an unorganized motor carrier. We looked at the picture of the motor carrier industry itself. There are 20,000 motor carriers. Eighteen thousand of those, according to the records of the American Trucking Association and the Labor Department, have been organized into contracts. That leaves a little couple of thousand who are not.

It did not seem reasonable to me that the entire Teamsters Union effort under the hot-cargo clause was to organize a few unorganized carriers when there were millions of shippers and receivers of freight whose very existence was then subject to the whims of a corrupt Teamster official who might invoke a similar type of boycott against him.

When a shipper's freight is cut off, he is out of business. It not necessarily would be a legal boycott or strike. It could be both illegal and immoral, if it was for the purpose of organizing from the top, such as was effected upon us.

Senator ERVIN. It is quite possible there is collusion between management and labor or the Teamsters, especially once you give credence to that thought, in view of the fact that the president of the Teamsters, sitting in the same seat you are sitting in, said that he didn't believe it was true that a man could not serve two masters.

He said it was perfectly all right, he thought, for a labor leader, such as himself, to occupy positions where he suffered under a conflict of interest.

Mr. BARRY. Correct, sir. I might go a little further on that very point and say we then did file a damage suit against the boycotting carriers, and we filed it under the Sherman Act and various other statutes, including Taft-Hartley, the Interstate Commerce Act, various State statutory requirements.

We alleged that there was a conspiracy and collusion in restraint of trade or commerce in that a group of motor carriers had banded together and had, together, negotiated a contract with the Teamsters Union with the hot-cargo clause, and that their actions in so doing were a restraint of trade or commerce, particularly when they then did invoke that boycott. That was heard in the Federal district court in Oklahoma City. On the basis of law, the decision was that we had not proven that a conspiracy existed in fact, but that we had proved an illegal act on the part of the carriers, and should proceed for simple damages against them.

We were and are particularly anxious for a decision that this sort of practice is a restraint of trade or commerce, in violation of the Sherman Act, because then subjecting the pocketbook of those who would restrain trade or commerce to treble damages would certainly make them think twice before they would invoke such a boycott action.

Then we went further, because in our complaint proceeding before the Commission, the Interstate Commerce Commission did set up a hearing on our complaint proceeding. We then filed a permanent authority ICC application to serve generally the area that the boycotting carriers had refused to serve. We had a very specific purpose. That was because we saw no protection in the complaint proceedings for any shipper or receiver of goods who might be subjected to such a boycott, because the delay that goes with an investigation and hearing in the administrative practices can be so long that the victim can be broke for years. The proof? This is our fourth year. The final decision in our complaint is not yet handed down.

The CHAIRMAN. Which complaint is that?

Mr. BARRY. Our formal complaint charging the motor carriers with a violation of their certificates under the Interstate Commerce Commission Act.

The CHAIRMAN. Is that before the Commission?

Mr. BARRY. We had a 30-day hearing on that back in 1956. The examiner's decision was that it is elementary that a common carrier may not contract away its duties and obligations to the public and thereby relieve itself of such duties and obligations, and he recommended that a cease-and-desist order be issued.

That was then followed up with various petitions for reconsideration, rehearing, oral argument, and oral argument was finally heard before the Interstate Commerce Commission here in Washington.

The entire 11-man Commission sat on it in the fall of 1957. I think it was November.

The Interstate Commerce Commission, by unanimous decision did, in December, uphold the recommendations of Examiner Frank Saltzman. They did find that his findings of fact were accurate. They



went further and said that a common carrier may not contract away its duties and obligations to the public and thereby relieve itself of such duties and obligations, but that further than that there is an almost absolute requirement that a motor carrier provide service for any circumstance short of an act of God or the common enemy.

I think that decision was the finest Christmas present that the shipping public of this Nation ever got.

Since then many of the State regulatory bodies, including Massachusetts, recently have handed down comparable decisions.

But then when that order of the Commission, a unanimous decision, resulted in a cease-and-desist order against the carriers involved at Oklahoma City, those carriers petitioned for rehearing, reconsideration, did everything in their power to keep from going along on that cease-and-desist order.

They even went to the extent that without prior notice they went before the Federal court in Oklahoma City and charged that if that cease-and-desist order stood they would suffer irreparable harm, and obtained a 7-day restraining order. The Interstate Commerce Commission, the Justice Department, and ourselves went to Oklahoma City and fought that and prevented another 7-day injunction or issuance. It was then appealed to a court, and we hope that will be heard someday this year.

The CHAIRMAN. Was the permanent restraining order refused?

Mr. BARRY. The first one died of itself, the second one was refused by the court.

The CHAIRMAN. The second temporary was refused?

Mr. BARRY. Restraining order; yes, sir.

The CHAIRMAN. That is on appeal?

Mr. BARRY. On appeal, yes, sir. I imagine it will be to the U.S. Supreme Court probably next spring or next fall. But I cannot imagine that the U.S. Supreme Court would overturn a unanimous 11-man decision of so expertise a body as the ICC.

Senator CURTIS. May I ask at this point, this question: This ruling of the ICC in effect says that the hot-cargo clause in contracts is invalid; is that correct?

Mr. BARRY. Correct, sir.

Senator CURTIS. In just what way does that ruling, standing alone, fail to meet the problem without some implementation by some other source, from a practical standpoint?

Mr. BARRY. I think it fails completely.

Senator CURTIS. I want that in the record and your reason.

Mr. BARRY. My reason for so stating is because any victim of a "hot cargo" secondary boycott such as we were inflicted with must pursue the same tactics that we have in the manner of a formal complaint which must be investigated. A hearing must be held. The defendant carrier naturally must be entitled to his opportunity to say "yes" or "nay," this did or did not happen.

In the meantime, the freight of the shipper is cut off and he goes broke. What protection is there? I think there have been many instances where victory has been won after the man has been out of business for years.

Senator CURTIS. I know of a number of cases of that, and that is what I wanted the record to show, that while it is a decidedly im-

portant decision that was made, it still leaves individual, small business concerns and business concerns of all size, of either submitting to the demands or spending months and years and thousands of dollars to resist only to find that their business is gone by the time they win a victory; is that correct?

Mr. BARRY. That is correct, sir, and I might go further, Senator, and say that the little Galveston Truck Lines is a small corporation. As a small businessman, I know the burden financially of one of these fights. We have enjoyed the scrap but we sure couldn't afford it. I mentioned Jim Saccamanno and I am going to brag about that guy as long as I live, because Jim Saccamanno is now in his fourth year of this fight, on the cuff. He has had no fee paid to him. Now, there is a public-spirited citizen.

This fight, as I say, started and lasted 6 weeks, April and May of 1955, we had lost half of our business. The boycott had been over on May 31, but then the undercover tactics began of contacts to our shippers and saying, "you are not going to use Galveston Truck Lines; they are having labor trouble."

Senator CURTIS. And perhaps many well-meaning individuals still would avoid you for some imaginary fear that it might have further trouble?

Mr. BARRY. I don't think those fears are imaginary, and the record before this committee indicates it.

Senator CURTIS. What I mean is this: Instead of ascertaining whether on specific times a shipment could go through or something or other, they might just avoid you entirely?

Mr. BARRY. That is correct, sir, and in fact I have had the circumstance of a particular shipper who discontinued giving us the business and when I contacted him to see why, he said, "Well, unfortunately, the paint you deliver on your trucks is lumpy."

The CHAIRMAN. What is that?

Mr. BARRY. "The paint that you deliver on your trucks is lumpy." I said, "Do you manufacture lumpy paint?" and he said, "No, sir, I don't, but the people I sell that paint to tell me that their painters say it is lumpy." I said, "Do my competitors deliver lumpy paint," and he said, "They do not."

Mr. KENNEDY. How much do you think this has cost you, this fight that you had had?

Mr. BARRY. Well, as I say, we lost half of our business.

Mr. KENNEDY. How much did that amount to?

Mr. BARRY. Our business dropped from about \$600,000 a year to about half of that. I would say that the out-of-pocket cost is almost impossible to determine. I will admit now our business is wonderful. Those shippers who took their business away from us and many others who had never shipped over us before, have seen the value of the decision that we have obtained before the Commission that there must be a free commerce on the highways.

They have now begun to give us that business back, and in fact every decision that we obtained before the Interstate Commerce Commission, our business would boom. Last month is the best month we have had in 14 years. But in the next 14 years we will probably just pay off what we have lost, if I never pay Jim Saccamanno. If I pay him it may be 25 years.

The CHAIRMAN. May I ask you, since the second restraining order was refused, from which decision there is now pending an appeal, are those freight lines that had petitioned for that order now carrying your freight?

Mr. BARRY. We have had no trouble in interline since May 31, 1955.

The CHAIRMAN. In other words, since that second restraining order was refused?

Mr. BARRY. Actually, the second restraining order, or I should say the restraining order in connection with the Commission's cease and desist order only came in the last 4 or 5 months. You see, the boycott ended as far as we are concerned on May 31.

The CHAIRMAN. That is 1955?

Mr. BARRY. Yes, what we have been fighting for ever since is to outlaw these types of practices. We are fighting everybody else's battle and not ours. We won ours on May 31, 1955. It is a burden no individual should ever be required to carry, and a small businessman can't afford it. I will admit we had help.

The CHAIRMAN. You actually have no boycott against you now?

Mr. BARRY. No, sir; not since 1955.

The CHAIRMAN. In that few months' time, and I think you took over in 1954, the latter part of the year of 1954 did you not—in those few months' time did you lose all of this that you have been estimating here?

Mr. BARRY. Our business was better during the boycott than it was after, because when we began to lose our business is when the undercover tactics started of telling our shippers not to use Galveston Truck Lines.

The CHAIRMAN. Well, that is a form of a boycott, isn't it?

Mr. BARRY. It very definitely is, sir. In fact, even today shippers who desire to use our services will route movements for interline with us at Oklahoma City going to Houston and we never get them. The originating carrier delivers it to a competitor and ignores the routing on the bill of lading.

Senator CURTIS. At that point, then, when you state that the boycott ended on May 31, 1955, you are referring to the specific acts that were covered in that order?

Mr. BARRY. The hot cargo clause boycott period, yes.

Senator CURTIS. But I agree with the chairman that these other things that you describe as undercover and so on are still a boycott.

Mr. BARRY. I agree with you, sir. I don't like them.

Senator CURTIS. I know you don't like them, but what I mean is this: I think they are a form of boycott and it is a choice of language.

Mr. BARRY. That is right.

Senator ERVIN. I think perhaps you do well in giving credit to your lawyer whom you say was not a specialist under the ICC Act or under the Taft-Hartley Act. Someone has said a specialist is a man who learns more and more every day about less and less until he gets to the point where he knows everything about nothing. My experience with these specialists under such laws is that they think the Taft-Hartley law is made for management or labor, depending on their viewpoint, or that the ICC law is made solely for the benefit of carriers.



If you get a lawyer that is not an expert, he is likely not to have forgotten that law is here for the benefit of society and law ought to serve some social end.

It is rather surprising to me that some of the carriers appealed from the ruling, which was nothing in the world but an enunciation or application of the whole principle that the only justification for giving a man an exclusive franchise as a common carrier is that he will observe the obligation to serve all alike.

Now, I congratulate you for fighting.

Mr. BARRY. It has been wonderful, and we have enjoyed it.

Senator ERVIN. I congratulate you for getting a general practitioner who wasn't handicapped by any expert knowledge.

Mr. BARRY. You ask him today how he won, and he will say "Nobody told me we couldn't." I think it is a pretty good point. But to continue with this—

The CHAIRMAN. Let us move along.

Mr. BARRY. At the present time we have now reached the circumstance where we have a number of issues going through that I think sooner or later are going to determine the illegality of these types of practices. But I would like to go below the surface, if I might; I would like to if it is permissible to do so, enter an exhibit here in the form of an affidavit. As I mentioned for some period of time I have been told that the boycott of the Galveston Truck Lines was not instigated by the union. It was backed up by the motor carriers.

Do you desire me to read this into the record and then enter it as an exhibit? It might open you up to some questions you might wish to ask.

The CHAIRMAN. Will you submit it to the chairman, please?

Mr. BARRY. Yes, sir.

(A document was handed to the chairman.)

The CHAIRMAN. The affidavit may be printed in the record at this point, and you may make reference to it and comment upon any of its provisions.

Mr. BARRY. You would prefer that I not read it?

The CHAIRMAN. It is going to be printed in the record, and there is no use to read the formalities of it. You may comment on it.

(The affidavit is as follows:)

#### AFFIDAVIT OF RAY J. HUGHES

STATE OF OKLAHOMA,  
County of Oklahoma, ss:

Ray J. Hughes, of lawful age, being first duly sworn, deposes and says as follows:

I am now residing at 3100 Northwest 31st Street, Oklahoma City, Okla., and am self-employed, engaged in the sales of butane equipment.

I was formerly employed by Teamsters Local Union 886 of International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as an organizer. I started such work in October 1953 and worked continuously as an organizer for this local union under the direction of James Hamilton until about April 1, 1958.

During this time my duties included organizing and helping to organize employees engaged in occupations within the jurisdiction of the Teamsters Union. Such employees included drivers for various trucklines operating in Oklahoma as well as dock and other employees.

During my employment with the Teamsters, I had personal knowledge of the organizing campaign of the Teamsters in connection with Galveston Truck Lines.

I personally know that Teamsters Local Union 886 through their officers and organizers started this campaign to force recognition by Galveston because the other carriers operating in this area insisted to James Hamilton, president of the local, and other officials of the union that they organize Galveston and do all in their power to force Galveston to recognize the Teamsters.

I personally know that Riss, BeMac, Lee Way, and Chief agreed with the Teamsters that any of Galveston employees who were out of work because of this organizing effort against Galveston would be put to work by one of them. I know as a fact that one such employee was put to work by Riss in keeping with this agreement. I personally drove him over to Riss and they promptly put him to work.

After the city pickup and delivery contract between the Teamsters and the Oklahoma City carriers was signed in the early part of 1955, all of the operators from Oklahoma City including representatives from such lines as Lee Way, M. & D., and others, by Stanley Lee, Roy Griffin, a Mr. Moore, chairman of the operators committee, and others met in Dallas with James Hamilton, and other officials from the Teamsters Local Union in Oklahoma and Texas.

James Hamilton who was at the meeting later told me that they agreed at this meeting to picket Galveston in Oklahoma City; that this was done at the insistence of the representatives of the carriers present, and that these carriers all agreed at that time to support the efforts of the Teamsters in organizing Galveston.

I personally remember several meetings in Oklahoma City at which were present James Hamilton and other officials of the Teamsters Union and representatives of the carriers operating out of Oklahoma City such as Lee Way, Chief, BeMac, Santa Fe, Yellow, Riss, and others. At these meetings I remember that representatives of these carriers insisted to Hamilton and other union officials that they force Galveston to recognize the Teamsters, and that Hamilton agreed to put a picket on Galveston and to do all that he could to force recognition by Galveston.

I personally know that BeMac and other carriers agreed with the Teamsters before any picket was put on Galveston that they would not handle freight tendered to them by Galveston.

/s/ RAY J. HUGHES.

Be it remembered, that on this 26th day of September 1958, before me, a notary public in and for the State of Oklahoma, personally appeared Ray J. Hughes, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

[SEAL]

/s/ BERTHA S. BYERS, Notary Public.

My commission expires April 18, 1961.

Mr. BARRY. I think it is extremely important to indicate here that this affidavit is of a former member of the Teamster Local involved in our case, a former organizer for local 886. In here he charges that certain motor carriers and certain individuals of those carriers did insist that the union organize Galveston Truck Lines.

The CHAIRMAN. What is his name?

Mr. BARRY. Mr. Ray J. Hughes.

Senator CURTIS. So could we have the pertinent parts read, and I would like to hear it?

Mr. BARRY. All right, sir.

Senator CURTIS. Leave off the formal part.

Mr. BARRY (reading):

During my employment with the Teamsters, I had personal knowledge of the organizing campaign of the Teamsters in connection with Galveston Truck Lines. I personally know that Teamsters Local Union 886 through their officers and organizers started this campaign to force recognition by Galveston because the other carriers operating in this area insisted to James Hamilton, president of the local and other officials of the union that they organize Galveston and do all in their power to force Galveston to recognize the Teamsters.

I personally know that Riss, BeMac, Lee Way, and Chief agreed with the Teamsters that any of Galveston employees who were out of work because of this organizing effort against Galveston would be put to work by one of them. I know as a fact that one such employee was put to work by Riss in keeping with this agreement. I personally drove him over to Riss and they promptly put him to work.

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I personally know that BeMac and other carriers agreed with the Teamsters before any picket was put on Galveston that they would not handle freight tendered to them by Galveston.

Senator CURTIS. What is the name of the affiant?

Mr. BARRY. Mr. Ray J. Hughes.

Senator CURTIS. What is his address, if you know?

Mr. BARRY. I have his address; yes, sir.

Senator CURTIS. So that we might have it for such further purposes as the committee shall determine.

Mr. BARRY. 3100 Northwest 31st Street, Oklahoma City.

Senator CURTIS. And you have met him and discussed this with him?

Mr. BARRY. Yes, sir; I have.

Senator CURTIS. What would the other carriers gain by forcing a unionization of the Galveston Truck Lines?

Mr. BARRY. Well, here we go. I think this gets complex but I would like to get into it, and I think it is extremely important in the overall picture of what gain is there in this sort of a practice.

The motor carrier industry as a rule has its rates published by a tariff bureau. The tariff bureau acting as agent for these carriers handles its procedures in the following manner: Any carrier may file what is called a docket proposal for a rate adjustment, a change in the rules, and a change in the provisions. That then goes to a formal monthly hearing at which all of the carrier members may be present. They vote on that proposal, either that they will approve it or disapprove it.

There has been in the last 6 or 7 years approximately five or six general rate increases. These rate increases are approved by what is called a general rate increase.

It applies to all items in a tariff. Any member of that tariff bureau who desires to do what we call flag out on the rate may at that particular meeting decide, no, for this specific shipper, he will flag out.

In the instance of truckload carriers where the shipper may put on his own trucks and provide the service cheaper and with some advantages in service, the pressure upon a carrier to flag out becomes pretty



imperative. Since we are primarily a truckload concern, if general increases go in without a flag out on our part for those shippers that give us large shipments, we may lose that business by the shipper putting his own trucks on the road.

When a carrier flags out, he is then subjected to the pressure of the other carriers who desire the general increase to go through. In the instances where we have flagged out, we have been severely criticized, and the testimony or the statements of some individuals involved in our case has been that the purpose of getting Galveston is to prevent us from flagging out, to run our costs up, but I would like to talk about costs a little bit here, because wages alone are not materially significant in the difference in the operating costs between a regular route common carrier and an irregular route common carrier.

A regular route common carrier is burdened with a certificate that requires service at multiple points. He is burdened with the necessity for terminals at each of those points, and standby equipment. As I mentioned, the little irregular route Galveston Truck Lines has only two terminals. We do not have the overhead burden of the larger carrier. In testimony in our antitrust suit, we had a Frank Leavingwell, who is an expert on tariff work. His testimony was that the regular route common carriers had an operating cost of 55 to 60 cents per mile.

An irregular route carrier is 30 to 35, and that a private shipper may be somewhat lower than that.

It becomes extremely important then as to the difference in operating costs between an irregular route common carrier and a regular route common carrier as to what effect forcing the organization of an irregular carrier would have.

Then it becomes important to consider what may be effected under a contract if grievance procedure is established in order to force that carrier out of business.

We were told at the time of the demands on us that we were to be forced out of business as an example to others. It therefore does become important that we get into the game that would be effected because they would get all of the truckload business that we had been hauling and they are directly competitive. The advantages are obvious.

Senator CURTIS. Now, the tariff bureau that you referred to in fixing freight rates, that is a non-Government agency; isn't it?

Mr. BARRY. That is correct, sir.

Senator CURTIS. That is a sort of a representative of all of the carriers in a given area?

Mr. BARRY. That is correct, sir. It acts only for them.

Senator CURTIS. Does it have full-time personnel, usually?

Mr. BARRY. It does, sir.

Senator CURTIS. How is it financed?

Mr. BARRY. It is financed by contributions from the member carriers, larger ones in proportion.

Senator CURTIS. Now, does the decision to raise freight rates by a traffic bureau become final without any concurrence by ICC or any other Government agency?

Mr. BARRY. Actually, the specifics of it are not that the rates are set up by the bureau itself, it is by action of its members in voting upon proposals.

Senator CURTIS. Who actually sets the rates?

Mr. BARRY. The carriers themselves vote on the application of a rate, and it is then filed with the Interstate Commerce Commission by the bureau.

Senator CURTIS. It is filed with the ICC but do they approve or disapprove?

Mr. BARRY. They actually do nothing with it unless there is a protest or a request for suspension by some interested party, competitor or otherwise.

Senator CURTIS. How about a protest by a shipper?

Mr. BARRY. A shipper may protest.

Senator CURTIS. Based on your years of experience in transportation, are most of the freight rates established by the carriers through their traffic bureaus?

Mr. BARRY. That is correct.

Senator CURTIS. Without any concurrence by the ICC?

Mr. BARRY. I would say that by far the greater majority routinely go through but there is an interesting point there I would like to pass on for a moment, if you will excuse me, sir.

Senator CURTIS. All right.

Mr. BARRY. An applicant or a proponent like Galveston Truck Lines, desirous of obtaining a rate adjustment for some specific shipper to meet some competitive condition, may make that particular application. If the rate adjustment is a lowering of the rate, the other members may decide to vote against it at the docket hearing. If they vote against it, then it may be reapplied for by the applicant or he may instruct the bureau to file independent action which means it would be filed for his account only, at which time any member can then protest to the Interstate Commerce Commission and request a suspension.

Such suspensions are automatically for 7 months. The burden and cost upon an individual small carrier in obtaining his desires can break him, because they could cost \$5,000 to \$10,000 to fight one through.

(At this point, members of the committee present were: Senators McClellan, Ervin, and Curtis.)

Senator CURTIS. In other words, from the standpoint of the consuming public, the shippers, could it be said that in the main the tariff bureau fixes the rates?

Mr. BARRY. No, sir; the members of the bureau, the carriers themselves, not the bureau. The bureau only acts for them as their servant.

Senator CURTIS. In getting them to agree?

Mr. BARRY. That is correct.

Senator CURTIS. That is, in getting together on something?

Does the Government, the ICC or anybody else, through any statutory authority, if you know, recognize the existence of a traffic bureau?

Mr. BARRY. Very definitely, sir. It is established.

Senator CURTIS. It is established?

Mr. BARRY. That is correct.

Senator CURTIS. What you have said here, does that involve the railroads, or is that merely motor transport?

Mr. BARRY. The railroads also operate through bureaus. It is a very fine procedure, I might say.

Senator CURTIS. Do they operate through the same bureaus?

Mr. BARRY. No, sir; they do not.

Senator CURTIS. What has been the freight rates over the last several years? What does it amount to?

Mr. BARRY. In the last 6 or 7 years, those increases have totaled approximately 25 to 27 percent. The regulated motor carrier industry, in which I mentioned a while ago had 20,000 carriers, does an annual gross business of about \$6 million. The additional tariff, therefore, has averaged about a billion dollars a year.

I think it is extremely important as to the cost to the public because we pay the bill, all of us as consumers.

Senator CURTIS. It averaged about a billion dollars a year?

Mr. BARRY. Correct, sir.

Senator CURTIS. In additional cost?

Mr. BARRY. That is correct, sir.

Senator CURTIS. That is all, Mr. Chairman.

The CHAIRMAN. Have you concluded your statement, Mr. Barry?

Mr. BARRY. I am just going through the filing cabinet a moment, if you don't mind.

The CHAIRMAN. All right.

Mr. BARRY. Let me take a quick look at my notes, if you don't mind. I might add to this record, if you will permit it, sir, that in the anti-trust trial in Oklahoma City last year, in colloquy between our attorney, Jim Saccamanno, and Nate Wells, representing the union, it was substantially placed into the record that at the very most the Teamsters local in Oklahoma City could not have represented over three or four of our employees, and it would be more interesting, if I would say that in a letter of September 8, 1956, from Nate Wells, to the Federal court in Oklahoma City, he listed four employees of Galveston Truck Line that belonged to 886, under letter transfers of the following dates: One on April 22, one on February 9, one on March 26 of 1955, and one of November 4, of 1955.

So that even those that they did say they represented had not been actually members except under transfer. In colloquy on that particular subject, it was finally agreed that they could not have represented more than two or three of our employees at any time.

Senator CURTIS. How many employees do you have, or just about how many employees?

Mr. BARRY. Our total employees right now are approximately 40, which includes about 20 over the roadmen, 20 to 25 over the roadmen.

Senator CURTIS. I would like to ask you something else, if it does not cause you to digress from your notes.

In response to my question, you pointed out that the ruling of the ICC on the hot-cargo clause, while it was important, granted no protection to anyone who didn't go through the same motion, expense, and delays that you did.

Mr. BARRY. Correct, sir.

Senator CURTIS. The Supreme Court has spoken on hot cargo, too; haven't they?

Mr. BARRY. They have, sir. Incidentally, I might point out that the case they recently spoke of, the American Iron and Machine case, is a secondary boycott by the same Teamsters local in Oklahoma City.

Senator CURTIS. From the standpoint of the parties involved, as well as the public, what observations do you want to make about the



Supreme Court ruling, so far as it is settling anything and giving protection to the public as well as the direct parties?

Mr. BARRY. Well, of course, I am not an attorney, but as I read that decision all that the Supreme Court has decided is that under Taft-Hartley, the Court rules that an employee may voluntarily refuse to handle freight even today. If he decides voluntarily that he will not handle someone's freight, he can do so.

Senator CURTIS. But leaving an implication that concerted action in invoking the hot cargo clause and compelling his employer to honor it, he cannot do that; is that it?

Mr. BARRY. I think the decision specifically points out that the hot cargo clause cannot be enforced, but that an employee can voluntarily refuse to serve. Of course, a very fine educational program might educate them to the belief that they should not, when such instances come up. Then, again, there is little or no protection to the shipping public.

The CHAIRMAN. If you will pardon me, Senator, I am wondering, then, if the employer, when his employees elect not to perform a service connected with his employment, if the employer is under obligation and duty by law to perform, I wonder then if the employer might discharge that employee and replace him with another who would help the employer to carry out his duty and obligation under the law.

Mr. BARRY. Under the "hot cargo" clause contract between the Teamsters Union and the motor carrier it specifically states that the carrier may not discipline the employee for refusal to handle unfair goods.

The CHAIRMAN. I understand that may be the contract, but I am thinking of the other aspects of it.

Mr. BARRY. I am quite certain, myself, that most of those employees would be very much in favor of handling freight. That is what they were hired for.

The CHAIRMAN. But you are talking about cases here, and commenting on the Supreme Court decision. I think it is absolutely correct, so far as it goes, that an individual should have the right to refuse to do anything that he wants to refuse to do.

Mr. BARRY. I certainly agree with you, sir.

The CHAIRMAN. But I think the employer should have the equal right, if an employee refuses in the course of the duties of his employment to carry out and perform the service that is essential to the employer meeting his obligation—I am speaking of public utilities now, carriers—meeting his obligation under the law, then I think the employer should have the right to discharge that man and employ another.

Mr. BARRY. I agree with you, sir. I think the employer hired the employee to perform services. But if he hasn't got the guts to fire the man, then get on a truck and haul it himself. I will do it.

The CHAIRMAN. All right.

Mr. KENNEDY. Under the Supreme Court decision, as I understood it, it permits the employers to refuse to handle the goods?

Mr. BARRY. I do not understand it that way, sir.

Mr. KENNEDY. I think that is the key to the situation. As I understood the Supreme Court decision, all it said was that the union could not bring pressure on the employers to force them to not handle

the goods. Under the former decisions that is what could happen, or under the former ruling that is what could happen. This Supreme Court decision said that, as long as the employers decided not to handle the goods, they don't have to handle the goods.

Mr. BARRY. I believe you are correct.

Mr. KENNEDY. Therefore, the hot cargo clause can still be written into a contract between the Teamsters Union and employers. The union can then still go to the employer, the truckowner, and say, "You shouldn't handle these goods," and the employer can then decide he is not going to handle the goods. The only thing that the Supreme Court decision does is say that the individual employees cannot then go on strike and refuse to handle the cargo. It seems to me that the Supreme Court decision wipes out the whole idea of what the ICC held in your case.

Mr. BARRY. I think what you are speaking of is you are speaking of a decision from the Supreme Court from a case that was processed to them under the Taft-Hartley Act. Our case is going to the Supreme Court under an entirely different statute.

Mr. KENNEDY. Maybe that will change it, but certainly as the law is now, the truck companies and truckowners can still work in concert to refuse to handle the goods in interlining, or "hot cargo" goods. Certainly if the Teamsters Union or a Teamsters Union official comes to a truckowner and says, "We don't want you to handle Mr. Desmond Barry's cargo," or just hints at it, most of the truckowners are not going to be handling it, under the law as it now is.

Mr. BARRY. I think we might go into a little more of the practical aspects of such a demand by a union official. I am quite certain that most of the carriers are a great deal more afraid of the Teamsters Union than they are of any action the ICC might take. The Teamsters action is immediate. In the ICC, you can be tied up for years in procedures.

Mr. KENNEDY. Certainly it has been a trend of the Teamsters Union to move against the small trucking companies in the United States. Most of the larger trucking companies are signed up. So, if these small trucking companies go out of business, that just means more business, perhaps, for them. At least from our investigation we haven't found that they have been reluctant to enforce the "hot cargo" clause.

Mr. BARRY. It might be interesting to pursue how many small carriers have been forced into mergers with the larger carriers by collusion and conspiracy between the larger competitor and the union.

Mr. KENNEDY. I think that is particularly true, from what we have found, at least, in the Central Conference of Teamsters, where many of the small trucking companies in the United States are going out of business.

Mr. BARRY. This is one that likes this business. Even if we don't make any money out of it, we are having a lot of fun.

Senator CURTIS. Before we leave the court decisions and the ICC decisions, though we could go on indefinitely discussing the details of it, the fact remains that neither the courts nor administrative agencies have provided an adequate remedy and protection of the premises, have they?

Mr. BARRY. I think that is quite obvious.

Senator CURTIS. I wanted the record to have your opinion on that because, after all, our purpose in gathering this information is for legislation purposes.

Mr. BARRY. Correct, sir. Well, my appearance here is for the specific purpose of pointing out that we pursued every legal remedy that we knew of, and still have not outlawed the practice. I think it is an interesting point. The reasons for the boycott are a little bit more complex, but I think it is important also to bring out, because I have been charged by many people of being antiunion.

I am not antiunion and never have been. I would stand up at any time and protect the rights of an individual not to belong to a union, if he so desires. But I will also stand up and fight for his rights to belong if he wishes to belong. That is his individual choice and he has that right.

By the same token, I think it is obvious that, since I have never sued the union for anything, I didn't think the union was the guilty party.

The CHAIRMAN. Have you anything further?

Mr. BARRY. Let me take one quick look at my notes, if I might, sir.

Mr. KENNEDY. Mr. Barry, I wonder if you would tell briefly how you pay your drivers?

Mr. BARRY. Our pay basis for our employees is, on all of our over-the-road drivers, we pay them a guaranteed monthly wage, whether they work or not. We also pay them a percentage of the gross revenue produced by the truck that they operate, and we normally keep a man on a specific unit. On top of that, we pay him efficiency bonuses and safety bonuses, and at the end of the year our employees participate in one-third of all profits produced by the company. They like it that way. They are the most loyal group I have ever seen, and I think they are well justified in it.

In fact, I would like to go back and bring out the loyalty of those men. At the time of our boycott, those portions of our operating costs controlled by our employee, the man who holds the steering wheel, were 73 percent of our total operating costs. Voluntarily, those men, by proper operation of their equipment, by efficiency, reduced those costs to 59 percent.

I think that is a very interesting commentary as to whether or not our men were satisfied at Galveston Truck Lines. I would like to bring one other fact in, though, in connection with the flagout, because I believe it is important.

A Richard Kavener testified in our ICC case, he testified to the union duty and obligation to the unionized carriers to keep them in a competitive position with other carriers; said that unionized carriers pressured the union to reduce wages to meet nonunion carriers. It is to the union interest to keep other wages up, plus where they could not flagout on rates. I might go a little further. At the time that the carriers proceeded to the district court in our cease and desist issue on the complaint proceeding before the Interstate Commerce Commission, we had been told by so many people that there were special agreements between our competitors pushing the union into the boycott of ourselves, that we filed about an 80 question interrogatory with each of the carrier defendants in our various procedures.

One of those carriers, Santa Fe Trail Transportation, within 24 hours, returned that interrogatory completely answered in detail. All



of the others, through their counsel, fought to keep from answering those interrogatories, which might have shown whether there was any extra curricular connection between the carrier and the Teamsters.

One of these attorneys said that he was appalled at such congressional-type queries. The court upheld them in not replying to those interrogatories.

A question was asked a while ago as to whether or not there are or have been other boycotts since the Galveston one by these same carriers. Here are some important ones.

The Tinker Air Force Base in Oklahoma City, a secondary boycott was put in, in order to force the employer of a contract on that base covering his employees. The motor carrier refused to serve the Air Force base, which is one of the most strategically important and necessary overall bases in the Nation.

At Fort Sill, Okla., an artillery school, a contractor on that base had a secondary boycott thrown against him and Teamster pickets were thrown on the gates. Two Cadillacs appeared one day after I notified the base that we would provide the service if the others didn't want to. They picked up the pickets, took them across the street for a cup of coffee. The trucks went through the gates, delivered their freight, picked up other freight, came back, and the pickets went back on the gate then.

Senator CURTIS. Was that while you picked up the freight?

Mr. BARRY. No, sir; we didn't have authority to serve Fort Sill, but I was sure going to file for one.

Senator CURTIS. The trucks that went through were the ones that they were resisting before that time?

Mr. BARRY. They were the carriers that before that had refused to serve. I might go in also to this point: At this time we had our case before the Commission we were very much afraid we would obtain a decision on a small, legalized issue of a boycott at Oklahoma City, when we knew it was nationwide.

A group of shippers in St. Louis came to us and said, "Would you file a petition with the ICC or an application to provide the service that the boycotting carriers refuse?" We did file such an application. I think one newspaper reporter described it as a territory in this application roughly equivalent to the Louisiana Purchase.

We wanted general authority to serve towns over all of those highways where these carriers would not serve. We put this clause in the application, that if the carriers presently certificated to serve this area will certify to the Commission to provide the service authorized by their certificate, we will amend or withdraw this application.

Not one of them certified to the Commission that they would serve. The Commission set up a prehearing conference on that issue. Some 150 motor carriers were in appearance or represented by counsel at that hearing in Dallas, Tex. Not one single carrier at that time, as represented by counsel, would say that they would serve.

That hearing, though, has never been set on that application. Gentlemen, I think that is about all I have. I trust you will forgive me for taking as long as I did.

The CHAIRMAN. Thank you very much, Mr. Barry. I think you have made an excellent record here. You have posed issues and questions that will engage the attention of this committee and certainly of legislative committees that have the responsibility for considering

legislation in this field, and also the Congress, whose duty it is to try to enact laws to protect the rights of citizens in this country, the public, labor unions, and management. I appreciate very much your appearance.

I will commend you for your courage and your willingness to make sacrifices to stand for and defend that which you think is right.

Are there any further comments?

If not, thank you very much, sir.

The committee will stand in recess until 2 o'clock this afternoon.

(Whereupon, at 12:15 p.m., the committee recessed with the following members present: Senators McClellan, Ervin, and Curtis, to reconvene at 2 p.m., same day.)

#### AFTERNOON SESSION

The CHAIRMAN. The committee will be in order.

(Members of the committee present at the convening of the session were: Senators McClellan and Curtis.)

The CHAIRMAN. Call the next witness.

Mr. KENNEDY. Mr. Chairman, we are going into a different matter. I would like to call Mr. Coffey.

The CHAIRMAN. Do you swear that the evidence given before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

#### TESTIMONY OF TOM COFFEY

Mr. COFFEY. I do.

The CHAIRMAN. State your name, your place of residence, and your business or occupation, please?

Mr. COFFEY. My name is Tom Coffey, my address is 1981 Ryance, Lincoln, Nebr., and I am the former owner and operator of Coffey's Transfer Co.

The CHAIRMAN. That is Coffey's Transfer Co.?

Mr. COFFEY. That is correct.

The CHAIRMAN. Do you waive counsel, of course?

Mr. COFFEY. I do.

The CHAIRMAN. All right, Mr. Kennedy, proceed.

Mr. KENNEDY. What happened to the Coffey's Transfer Co., Mr. Coffey?

Mr. COFFEY. I closed the Coffey's Transfer Co. on March 1, 1955, due to a secondary boycott by the Teamsters Union.

Mr. KENNEDY. Could you tell the committee what happened which brought about that boycott, or what the situation was and why you were put out of business?

Perhaps you could tell us a little bit about your own background, how long you have been in the trucking business, and about your company, what States and what areas it covered?

Mr. COFFEY. I started the Coffey's Transfer Co. in 1929, as a one-truck operation, driving it myself, and built it up to a small concern covering two States, the States of Kansas and Nebraska. We were what was known as a "peddle" operation. We served small towns in the western half of Nebraska and the western half of Kansas, bringing the freight from the metropolitan areas of Omaha, Lincoln, and

Hastings. Our operation was about 25 trucks with about that many drivers. In August of 1955—

Mr. KENNEDY. You mentioned going out of business in 1955, and I think it was 1956.

Mr. COFFEY. It was 1956; I stand corrected. In August of 1955 I received notice from the Teamsters Union that they represented my employees and wanted to meet with me. I contacted them by phone and said that I was perfectly willing to meet with them if they represented my employees, and I asked them to bring evidence of this representation with them.

A meeting was arranged in Alma, Nebr., which was the headquarters of Coffey's Transfer Co. on August 24, which meeting was held. A Mr. Nobel, who was an official of the Teamsters Union in Grandland, and Albert Parker, who is an official of the Omaha local, 554, and a Mr. Robert Baker, whom I will not need to identify to this committee, attended this meeting.

Mr. KENNEDY. He is also known as Barney Baker; is that right?

Mr. COFFEY. Barney Baker; that is right. They brought with them, and I think this is significant, the cards of seven drivers, purported to be the signature cards or whatever they called their cards. Four of these cards were signed by men who picked up freight for us in Omaha, and one of them was signed by a man who picked up freight for us in Lincoln, and another one was signed by a man who picked up freight or rather hauled freight from the Omaha terminal to the Alma terminal, and the seventh one was signed by a driver who hauled freight from the Alma terminal west on out into Kansas.

On their initial contact, they simply tossed a copy of the Central States driver area contract before me and asked me to sign it. I objected. First I told them that seven men was not anywhere near 50 percent of my employees, since I had some 22 drivers, I believe it was. They gave me to understand that that didn't make any difference, and they didn't have time to sign up my men and they were going to organize me from the top down.

The CHAIRMAN. With these 7, 7 of the 21 or 22 drivers that you had?

Mr. COFFEY. Yes, sir. They represented about a third.

The CHAIRMAN. Proceed with your statement.

Mr. COFFEY. They were going to men from top down and they didn't have time to fool with the little companies such as mine, and I suggested then that we ask the NLRB for an election. They said they weren't interested in an election, and I said that I would insist on an election.

They informed me that if I did, that they would stall any election that I might insist on until I was bankrupt anyhow. To make a long story short, we just couldn't get together on that meeting, and they went on, and on September 17 I had notice that I was going to have a strike in Omaha.

Before I go on, after we had had quite a little conversation and argument about organizing my company, the Teamsters local then went back and said, "Well, we will sign you up just for Omaha and Lincoln offices only," and there was some conversation about an over-the-road contract. But that was not their talk when they first came out.



On the morning of September 20, three pickets appeared in front of our company. There had been no more contact and no negotiations between the Teamsters Union and myself since that one meeting in Alma. Three pickets appeared on September 20 and a secondary boycott immediately invoked.

On September 26 we filed a petition with the National Labor Relations Board asking an election to be held.

Mr. KENNEDY. Let me just go back. On September 20, the picket line was placed in front of your place of business, is that correct?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. You had three of your employees that walked out?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. And they were later joined by a fourth?

Mr. COFFEY. That is correct.

Mr. KENNEDY. At that time did other companies stop handling your shipments?

Mr. COFFEY. Not that day; no.

Mr. KENNEDY. Well, within how many days?

Mr. COFFEY. Very shortly thereafter.

Mr. KENNEDY. Shortly after Sept. 20, they stopped handling all of your shipments, is that right?

Mr. COFFEY. That is correct.

Mr. KENNEDY. Also they stopped making deliveries to your trucking company?

Mr. COFFEY. That is correct.

Mr. KENNEDY. And did the union pickets begin following your trucks?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. And to your various depots, they would get out and start picketing the depot where you were making shipments, is that right?

Mr. COFFEY. That is correct.

Mr. KENNEDY. Were you picking up goods?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. And did you start getting threats, you and the drivers that continued to work. Did you start receiving threats by telephone?

Mr. COFFEY. Yes, sir; that is correct.

Mr. KENNEDY. And was there some destruction of property that started shortly after the 20th of September?

Mr. COFFEY. Yes, sir; we had tires slashed, punctured with ice picks, or similar instruments, and we had the wiring torn out of trucks, and king pins were pulled so that you would drop trailers, and on one occasion a load of butter was raided inside of a public garage and the contents was scattered all over the floor.

Mr. KENNEDY. During this period of time you were receiving these telephone calls?

Mr. COFFEY. That is correct.

Mr. KENNEDY. What would the telephone calls say, and what would be said to you over the telephone?

Mr. COFFEY. Well, the telephone calls were principally to my employees and to the wives of my employees. They were threatening my employees' children, for instance, "If John doesn't quit working

for Coffey's Transfer, something is liable to happen to that kid of yours as he comes home from school," and that sort of thing.

Mr. KENNEDY. They would call up the wives and tell them this?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. And during this same period of time, when you requested an election to see whether your employees wanted to join the union, the Teamsters Union would not consent to such an election?

Mr. COFFEY. That is right; they fought that election.

Senator CURTIS. Would you yield right there? Now, Mr. Coffey, about the time that this strike, or this alleged strike was called, where four people participated, did a day or two before that you get information directly or indirectly that Barney Baker had said that he was going to strike if you didn't sign up?

Mr. COFFEY. Yes, sir; I did. I received that information through my Omaha office, and I think a reporter for the World Herald called us and said that Barney Baker had said, "If Coffey isn't here by tomorrow morning and signed up, we are going to strike."

Senator CURTIS. About a day later on the 20th, they did attempt to strike?

Mr. COFFEY. That is right.

Senator CURTIS. And it was just within a few days, and you said shortly after, you mean a few days after that they started boycotting and then slashing tires and threatening employees?

Mr. COFFEY. Yes, sir.

Senator CURTIS. Do you happen to know whether Barney Baker remained in Nebraska during that period of time?

Mr. COFFEY. He was there, yes, for quite a period of time during the strike.

Senator CURTIS. Where did these offenses occur against your property, and the phone calls to your employees? Was that in all of your terminals or whereabouts, primarily?

Mr. COFFEY. No; the offenses were principally in Omaha. We had no trouble in Lincoln, and no trouble in Alma, but in Omaha we had a lot of trouble.

Senator CURTIS. Where would your trucks be parked when the first would be slashed or wiring pulled out or kingpins pulled out so you would drop the trailer?

Mr. COFFEY. They would be parked at a customers' dock loading up for instance, or principally that was it, or around our terminal in Omaha.

Senator CURTIS. Did it happen in daytime as well as at night?

Mr. COFFEY. Yes, sir.

Senator CURTIS. Where was this butter truck located?

Mr. COFFEY. We had made arrangements with the Capital Garage in Omaha, which is a public parking garage, to store our equipment during the duration of this strike. Normally we stored it on an open lot, but that was no longer possible with the union strong-arm squad in operation.

We had to keep everything undercover, and this was stored in the Capital Garage in Omaha.

(Members of the select committee present at this point in the proceedings were Senators McClellan, Ervin, and Curtis.)

Senator CURTIS. Was the truck locked?

Mr. COFFEY. I do not believe it was.

Senator CURTIS. But at least it was a covered truck and it was closed?

Mr. COFFEY. It was an enclosed truck.

Senator CURTIS. An enclosed truck, and it was closed?

Mr. COFFEY. That is right. I believe it was sealed rather than locked.

Senator CURTIS. The number of employees that got telephone calls, either involving threats to their children, their wives, or anybody else, was that a number of your drivers that that happened to?

Mr. COFFEY. It happened to about all the drivers that we had working for us in Omaha. We did not get those calls out of State, out of the Alma Terminal.

Senator CURTIS. These seven whose cards were presented to you, alleging that they signed up, did you ever learn anything from them whether or not this was their voluntary action and choice?

Mr. COFFEY. Two of these seven came to me voluntarily and denied having signed them. I frankly did not recognize their signatures as their signatures. The others I did not question, and they didn't volunteer any information. I don't know but what part of them were good and part of them were probably forgeries.

Senator CURTIS. I think you were about to tell us what you did on the 26th of September with reference to the NLRB.

Mr. COFFEY. We filed a petition on the 26th of September requesting a consent election, and the Teamsters Union objected. This was drug out—it was set for a hearing on October 20. The Teamsters Union, in compliance with their threat to stall this thing, requested a postponement. The hearing was postponed to the 25th of October.

(At this point Senator McClellan withdrew from the hearing room.)

Mr. COFFEY. Then later we were finally allowed an election.

Mr. KENNEDY. Let me go back. Let us take it chronologically.

On September 30, the National Labor Relations Board set a hearing date at Alma, Nebr., on the election request; is that right?

Mr. COFFEY. That is right.

Mr. KENNEDY. That hearing on September 30 was to establish three points: the question of the establishment of a date and a place for the election—

Mr. COFFEY. Right.

Mr. KENNEDY. The scope of the election, what areas it should cover—

Mr. COFFEY. That is correct.

Mr. KENNEDY. And whether your company was a large enough company to be included under the National Labor Relations Board, a \$100,000 company.

On October 11, 1955, a notice was sent from the regional director of the National Labor Relations Board postponing the election from October 20 to October 25; is that right?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. Postponing the hearing, not the election.

Mr. COFFEY. That is correct.

Mr. KENNEDY. Then on October 12, Mr. Kavner came into the situation: is that right?



Mr. COFFEY. Yes, sir.

Mr. KENNEDY. And stated that he and Pete Capellupo represented the Lincoln, Nebr., local; is that right?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. And they offered you a contract at that time covering only your Omaha and Nebraska phases of operation?

Mr. COFFEY. Omaha and Lincoln; that is correct.

Mr. KENNEDY. Excuse me, Omaha and Lincoln; is that right?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. Then you filed unfair labor practices against the Teamsters with the National Labor Relations Board on October 14?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. And that was because of this secondary boycott that was going on?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. Were you losing money during this period of time?

Mr. COFFEY. We certainly were.

Mr. KENNEDY. Could you tell the committee how or what was happening as far as these other trucking companies refusing to handle your goods?

Mr. COFFEY. The other trucklines just simply would not take or turn over any freight to us. We operate in a small, sparsely settled area out there, and you about got to have both intra and interstate freight to see the back of your neck.

Some of the companies would attempt to turn it over to us. However, when they did they found themselves under strike conditions at some of their terminals. Naturally——

Mr. KENNEDY. The union notified them that if they handled any of your commodities, any of the things that you shipped, that they themselves would be struck; is that right?

Mr. COFFEY. I presume that they notified them. At least, they were struck.

Mr. KENNEDY. They were struck if they handled any of your goods?

Mr. COFFEY. If they handled it; that is correct.

(At this point Senator McClellan returned to the hearing room.)

Mr. KENNEDY. Have you given to the committee staff a memorandum showing how your shipments went down over this period of time?

Mr. COFFEY. I have.

The CHAIRMAN. I present to you a photostatic copy of a compilation entitled, "Effect of Secondary Boycott Against Coffey's Transfer Co." I ask you to examine it and state if you recognize it.

(Document handed to the witness.)

Mr. COFFEY. Yes, sir; I do.

The CHAIRMAN. Thank you very much.

That may be made exhibit No. 36.

(Document referred to was marked "Exhibit No. 36" for reference and may be found in the files of the select committee.)

Mr. KENNEDY. That breaks it down week by week; is that right?

Mr. COFFEY. Week by week. That gives you the tonnage and very graphically shows the effect of a secondary boycott.

Mr. KENNEDY. And it gives the various trucking companies on the left and then what the number of shipments were and the weight of the shipments?

Mr. COFFEY. The number of shipments and the weight of the shipments each week.

Mr. KENNEDY. It is broken down by various weeks; is that right?

Mr. COFFEY. By various weeks.

Mr. KENNEDY. The first week is September 11 to September 17, where the shipments are considerable?

Mr. COFFEY. That is correct.

Mr. KENNEDY. Then September 18 to September 24, they get less, and then by September 25 to October 1, 1955, they are virtually all zero by that time?

Mr. COFFEY. That is correct.

Mr. KENNEDY. You were not getting any shipments nor were you able to ship anything out by that time; is that correct?

Mr. COFFEY. That is correct.

Mr. KENNEDY. That was over a 2-week period?

Mr. COFFEY. Yes, sir.

Senator CURTIS. May I inquire there? What transportation companies were refusing to turn freight over to you? Name some of the principals. You don't have to name them all.

Mr. COFFEY. Well, Union Freightways, Watson Bros., Merchants Motor Freight. You will find listed on there the Darling Transfer, who did turn freight over to us. You will notice while their volume went down, they continued to turn freight over to us. Then their volume went up a little over on about page 4 or 5 of that exhibit, and then they had a strike in Kansas City. The only way they could settle that strike was for someone from the Darling Transfer to call the union and finally agree not to give anything to Coffey.

The CHAIRMAN. Was that a secondary boycott? Do I understand that is a strike to enforce a secondary boycott?

Mr. COFFEY. Yes, sir.

Senator CURTIS. And that strike occurred in another State, in Kansas City, Mo.?

Mr. COFFEY. That is correct.

Senator CURTIS. It was settled as soon as they agreed not to turn any freight over to Coffey Transfer?

Mr. COFFEY. That is correct.

Senator CURTIS. Was there also a strike in Des Moines or Minneapolis, something like that?

Mr. COFFEY. There was a strike in Minneapolis against the Des Moines Transportation Co. for the same reason.

Senator CURTIS. And that strike ended when the Des Moines Transfer agreed not to interline freight with you?

Mr. COFFEY. That is correct.

Senator CURTIS. Did any of these Teamster leaders ever tell you they were going to invoke a secondary boycott, or did they just put it in to effect?

Mr. COFFEY. Certainly they did.

Senator CURTIS. Who told you?

Mr. COFFEY. Barney Baker told me, Kavner told me. They all told me what was going to happen to me if I didn't sign up.

Senator CURTIS. Did they tell you more than once? What I mean was did they mention it several times?

Mr. COFFEY. Well, it was mentioned several times at the beginning of the argument.

Senator CURTIS. That is all at this point, Mr. Chairman.

Mr. KENNEDY. And during this whole period of time, as I understand it, the Teamsters refused to permit an election of your employees, or refused to voluntarily submit to an election?

Mr. COFFEY. That is correct.

Mr. KENNEDY. Then when they were forced to submit to an election, they wanted an election just in a limited area?

Mr. COFFEY. That is right. They wanted an election in Omaha, only.

Mr. KENNEDY. Only Omaha and then Lincoln, as I understand it.

Mr. COFFEY. Originally they wanted—when they originally came out to see me they were talking about signing up the entire operation. The operation was small. Then when they discovered I was going to argue about it, then they backed up to Omaha and Lincoln, and then when it finally came to the hearing before the NLRB I believe the record will show they wanted Omaha only.

Mr. KENNEDY. Each time they changed their position, this brought about another delay in the hearing?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. That is, before the National Labor Relations Board. In the meantime, your business was down to zero?

Mr. COFFEY. That is right.

Mr. KENNEDY. You were gradually going bankrupt?

Mr. COFFEY. That is correct.

Mr. KENNEDY. Would you go on now? We are up to October 25. There was a National Labor Relations Board hearing at Alma, Nebr., and at that time the union contested the scope of the election.

Mr. COFFEY. Yes. The hearing was held on the 25th of October, and it was objected to by the union. The NLRB finally decided that we did enough interstate business—at that time you had to do \$100,000 worth—and they—

Mr. KENNEDY. If you didn't do that much, of course, you would have no recourse at all?

Mr. COFFEY. I would have no recourse, that is right.

Mr. KENNEDY. There would be no board that you could go to?

Mr. COFFEY. That is correct.

Mr. KENNEDY. This way, the fact that you did over \$100,000 of interstate business, that meant you could at least go to the National Labor Relations Board, even though it took a great deal of time?

Mr. COFFEY. That is correct.

Mr. KENNEDY. On December 7, 1955, the National Labor Relations Board completed its investigation. The union and yourself signed an agreement whereby the union agreed not to induce its members to engage in this secondary boycott activity?

Mr. COFFEY. The union signed an agreement; yes, sir.

Mr. KENNEDY. Did you sign the agreement, or was the agreement with the National Labor Relations Board?

Mr. COFFEY. The agreement was with the National Labor Relations Board.

Mr. KENNEDY. Then on December 19 all the parties agreed that there would be an election held in Omaha on December 29?

Mr. COFFEY. That is correct.

Mr. KENNEDY. And the eligible voters were the drivers on your payroll as of February 8, is that right?



Mr. COFFEY. That is correct.

Mr. KENNEDY. The original employees who went on strike on September 20 had been replaced by that time?

Mr. COFFEY. That is correct.

Mr. KENNEDY. And the ones that were out on strike were not permitted to participate in the election?

Mr. COFFEY. Their votes were challenged; yes, sir.

Mr. KENNEDY. On December 21, 1955, your attorneys and the attorneys for the Clark Co., which is another trucking company having the same problem, notified the National Labor Relations Board that the union was violating its agreement, is that right?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. On December 31—I thought this might expedite it in going through it—on December 21, 1955, your attorney and the attorney for the Clark Co. notified the National Labor Relations Board that the union was violating their settlement agreement signed earlier in December. Then on December 27, 1955—is that correct?

Mr. COFFEY. That is correct.

Mr. KENNEDY. On December 27, 1955, the National Labor Relations Board notified you by telegram that the election was being postponed pending an investigation of charges filed by the union on unfair labor practices?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. That is a very important situation. That delayed the election result even more; is that right?

Mr. COFFEY. That is correct.

Mr. KENNEDY. They filed these charges against you that you were coercing your employees?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. That was filed on December 27, 1955?

Mr. COFFEY. That is correct.

Mr. KENNEDY. In the meantime, your business, as we have said, has been down to zero for about 6 weeks?

Mr. COFFEY. That is correct.

Mr. KENNEDY. Then on January 18, a month after that, the National Labor Relations Board issued a notice to all the participants that the allegations had not been substantiated?

Mr. COFFEY. Yes, sir. That was the unfair labor charges that were never proved.

Mr. KENNEDY. So a new election was to be held on January 24, 1956?

Mr. COFFEY. That is correct.

Mr. KENNEDY. And then on January 24, 1956, the election was held; is that right?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. Then on January 27, 1958, the local 554 requested a review of the regional director's decision relating to the unfair labor charges?

Mr. COFFEY. That is correct.

Mr. KENNEDY. They wanted a review of those charges that had not been substantiated?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. What was the result of the election held January 24, 1958?

Mr. COFFEY. Well, there were four votes against the union and none for the union. There were three challenged votes that were not counted.

Mr. KENNEDY. The election had been restricted by the National Labor Relations Board just to——

Mr. COFFEY. To Omaha only.

Mr. KENNEDY. You had tried to get an election for all of your employees, and the National Labor Relations Board held that it should be just the Omaha employees, and in the election that was held there everyone voted against the union?

Mr. COFFEY. That is correct.

The CHAIRMAN. How many votes did you say were challenged?

Mr. COFFEY. Three, sir.

The CHAIRMAN. Even if they all voted the other way you would have won the election?

Mr. COFFEY. That is correct.

Senator CURTIS. How many people were eligible to vote, if they had all voted in Omaha?

Mr. COFFEY. Seven people voted.

Senator CURTIS. Were there any that were eligible to vote that did not vote?

Mr. COFFEY. No, sir.

Senator CURTIS. Seven of them, and four voted against the union?

Mr. COFFEY. That is correct.

Senator CURTIS. And three were challenged?

Mr. COFFEY. That is right.

Senator CURTIS. Had the three challenged votes voted for the union, it would have been four to three against?

Mr. COFFEY. It would have still been four to three and we would have won it; that is correct.

Senator CURTIS. When did they finally announce that decision?

Mr. COFFEY. I think the decision was announced after I closed up.

Mr. KENNEDY. After you sold your business?

Mr. COFFEY. After I sold the business.

Mr. KENNEDY. So you did not receive the notification about the election until April of 1956; is that right?

Mr. COFFEY. That is correct.

Mr. KENNEDY. And you had already sold your business because of the pressure that had been placed upon you around March 30, 1956?

Mr. COFFEY. That is correct.

The CHAIRMAN. How many months was that after the election that you got notice of the results?

Mr. COFFEY. Well, the election was in January, sir, and I got notice in April.

The CHAIRMAN. Do you mean the NLRB postponed the counting of seven votes for 4 months?

Mr. COFFEY. The Teamsters Union filed briefs and all the legal maneuvering that they can go through to stall the counting of that vote. The actual election—the results of the election were not known until April of 1956.

The CHAIRMAN. You knew the result of it so far as those four votes were concerned, did you not?

Mr. COFFEY. I knew the result. I was sure that I knew the result, and I had been informed by the union that it did not make much

difference to them which way the election went, that I still had a secondary boycott on my hands.

Senator CURTIS. As a matter of fact, when they first approached you, you said you wanted an election, did you not?

Mr. COFFEY. Yes, sir.

Senator CURTIS. And you made a formal application for an election as early as September 26, did you not?

Mr. COFFEY. I believe that is correct, Senator.

Senator CURTIS. So it took the National Labor Relations Board from September until January to hold an election of seven drivers?

Mr. COFFEY. Right.

Senator CURTIS. I think that is an outrageous thing.

Mr. COFFEY. And from January to April to count them.

Senator CURTIS. Especially in view of the fact that the Teamsters Union was not a strange party to the NLRB, and their threats that they would drive you out of business by delays. This action on the part of the NLRB is inexcusable.

Senator ERVIN. I do not know who constituted the officials of the National Labor Relations Board that handled that matter from the time of the election down to April, but any kind of a thing that purports to be a tribunal under those circumstances that would permit anything to be postponed like that, certainly is trifling with the law, because any court worthy of the name would have seen that if those three challenged votes had been counted it would not affect the result and everything that was said about them in connection with them had no bearing upon the merits of the controversy.

Mr. COFFEY. The union, in all fairness, had challenged the four votes that were finally counted, of course.

Senator ERVIN. It ought to take a man with a little bit of knowledge of the law about 15 minutes to have passed on seven challenges.

Mr. COFFEY. That is correct. That is one of our principal objections, the slowness of the NLRB and the courts in protecting a small concern.

Senator ERVIN. I cannot conceive of any reasonable, intelligent man spending more than that time. I would say it would take half an hour to pass on the validity of those seven votes.

Senator CURTIS. Mr. Coffey, did you learn through your attorney or otherwise how quickly under the statute the election could have been held after you made your application?

Mr. COFFEY. Well, speaking strictly by memory, I think the minimum is about 10 days, from the time of notification.

Senator CURTIS. In other words, if by the middle of October that election could have been disposed of you would have been in a much better position to preserve your business, if that had ended the secondary boycott, than you were by dragging on all through those months?

Mr. COFFEY. That is correct.

Senator CURTIS. During that time, all of the expenses of the Coffey Transfer continued, of course.

Mr. COFFEY. Yes, sir.

Senator CURTIS. Which involves the equipment and the licensing and the taxes and insurance and all of those items, is that correct?

Mr. COFFEY. And we were still providing service, and we were still



operating and handling intrastate freight only. We did not cease operation until March 1.

Senator CURTIS. When this boycott was invoked, and these various concerns refused to turn freight over to you in Omaha and elsewhere, did you have any instances where the bill of lading or some other direction indicated it was intended to be handled by your line?

Mr. COFFEY. Oh, yes. We had numerous complaints from shippers that merchandise had been routed from an eastern point by Union Freightways or Watson, or one of the truck lines to be transshipped to Coffey at Omaha, and it would come in by some other line.

Senator CURTIS. For the benefit of the record, Omaha being the metropolitan city on the very eastern edge of Nebraska, your Alma terminal was roughly 250 miles west of there, was it not?

Mr. COFFEY. That is correct.

Senator CURTIS. Did you serve any communities that had no other freight service?

Mr. COFFEY. Yes, sir; we served a number of them.

Senator CURTIS. Can you happen to think of some of them?

Mr. COFFEY. Beaver City, the St. Francis branch, and Danbury, and Wilsonville, and those are all small Nebraska towns, and one is a county seat town, and they had no other truck service in there.

Senator CURTIS. Did they have any other train service?

Mr. COFFEY. They had train service three times a week.

Senator CURTIS. Three times a week?

Mr. COFFEY. Yes, sir.

Senator CURTIS. This boycott was going on, and you received a letter, and incidentally, this was one of the other trucklines that was struck, from a druggist in a small town who said there was no railroad in his community and only one truckline certified to serve his community, and that was boycotted and it shut the medical supplies completely off from the community. He couldn't fill his prescriptions unless there was something he had there or else he was compelled to get in his car and go to a metropolitan city to stock up his drugs.

The CHAIRMAN. The Chair will instruct the chief counsel of the committee to prepare a letter transmitting a transcript of the testimony of this witness to the Chairman of the National Labor Relations Board. In that letter the Chairman of the Board will be requested to provide immediately the witness or witnesses of his staff or others associated with the National Labor Relations Board who have firsthand knowledge and information regarding the handling of this election.

It will be the purpose of the Chair, with the approval of the committee, to have them appear here and give a full explanation of why this delay and why better service could not be given.

In my viewpoint, there is no excuse for it. I would like to hear if there is or can possibly be established any valid reason why we cannot get quicker action and more effective action out of agencies of Government. It is ridiculous that seven votes could not be counted in 15 minutes and certified one way or the other. Even if every vote were challenged, it ought not to take over 3 days for one man to go down there and get the information as to the qualifications and eligibility of the seven who voted, and make a finding on it and 10 minutes thereafter.

Senator ERVIN. As a matter of fact, did they not make a declaration, the National Labor Relations Board representative, as to who was eligible to vote?

Mr. COFFEY. There was.

Senator ERVIN. Usually a man who conducts the election counts up the vote, and he does more or less like an election official in a public election, and he counts up the votes as soon as the polls are closed.

Mr. COFFEY. This was not handled that way, sir.

Senator CURTIS. Now, you also sought relief in an injunctive action in Federal court, did you not?

Mr. COFFEY. Yes sir.

Senator CURTIS. Judge Donahue died before it came to trial?

Mr. COFFEY. That is correct.

Senator CURTIS. So that shut off one other avenue for at least some time in getting this topped?

Mr. COFFEY. Yes, sir.

Senator CURTIS. Now, of course we have there the exhibit showing exactly how your interlining of freight was shut off to zero. But in summary, I want to ask you this: The secondary boycott continued in effect all during these delays, did it not?

Mr. COFFEY. Yes, sir.

Senator CURTIS. And it continued in effect until you sold your business?

Mr. COFFEY. Yes, sir; that is correct.

Senator CURTIS. To whom did you sell?

Mr. COFFEY. I sold the business, the operating authority, to the Burlington Truck Lines, Inc., and the equipment and so forth I simply liquidated at private sale to anyone who would buy it.

Senator CURTIS. Now, the Burlington Truck Lines, that is part of the Burlington Railroad?

Mr. COFFEY. Yes, sir.

Senator CURTIS. So it followed the usual pattern of the smaller operator having to sell to a rather large transportation company, is that not correct?

Mr. COFFEY. That is correct, yes, sir.

Senator ERVIN. And also in addition to that, it deprived the public of the competition which existed?

Mr. COFFEY. That is correct, sir.

Senator CURTIS. Mr. Coffey, if you don't mind, do you have an idea of what your loss was on your truckline so far as the rights and the equipment was concerned by reason of being forced out of business?

I am not referring to loss of business or future earnings, but on your franchise and your equipment.

Mr. COFFEY. My loss was approximately \$50,000 on franchised equipment. I had sold an option on this truckline in 1953 for \$88,000.

Senator CURTIS. That would be 2 years before?

Mr. COFFEY. Yes, sir; and when I got through liquidating, the truckline and the operating authority, I got about \$30,000 out of it. That is \$30,000 some-odd which makes me about a \$50,000 loss on the truckline itself, in addition to the operating loss that I took all during this secondary boycott.

Senator CURTIS. Now, of course the cost of equipment was higher in 1955 than 1953.

Mr. COFFEY. Yes, sir.

Senator CURTIS. So if it was much higher, your \$88,000 figure, if that became \$90,000, it would be that you got a third.

Mr. COFFEY. That is right.

Senator CURTIS. Of the value of it.

Mr. COFFEY. Yes, sir.

Senator CURTIS. In other words, to say nothing of your loss of future business and the earnings in there, your actual property, two-thirds of it was confiscated.

Mr. COFFEY. Yes, sir.

Senator CURTIS. At the present time you are an appointee of the Governor of Nebraska?

Mr. COFFEY. That is correct.

Senator CURTIS. In what capacity?

Mr. COFFEY. I am purchasing agent for the State of Nebraska.

Senator CURTIS. And you have served in the Nebraska Legislature?

Mr. COFFEY. I have.

Senator CURTIS. For how long a time?

Mr. COFFEY. I served one term of 2 years.

Senator CURTIS. And all during this time that you operated the Coffey Transfer, you were a resident of Alma?

Mr. COFFEY. That is correct.

Mr. KENNEDY. Do they have to transfer these votes, when they are challenged, to Washington, D.C.? Did you understand that?

Mr. COFFEY. I could stand corrected on this, but I believe they were. I am not sure, sir.

Mr. KENNEDY. That is what I understand.

Mr. COFFEY. You could be correct.

Senator CURTIS. This Pete Capellupo—where does he live?

Mr. COFFEY. Lincoln, Nebr.

Senator CURTIS. But Richard Kavner is not from Nebraska, is he?

Mr. COFFEY. To the best of my knowledge, he is not.

Senator CURTIS. And Barney Baker is not?

Mr. COFFEY. No, sir.

Senator CURTIS. Who did Richard Kavner say he represented when he came there?

Mr. COFFEY. He told me that he represented the international when he came there?

He told me that he represented the International Teamsters Union.

Senator CURTIS. Who did Barney Baker say he represented?

Mr. COFFEY. The same people.

Senator CURTIS. I have nothing further.

Mr. Coffey, was there anything that we have omitted here that you felt was important?

Mr. KENNEDY. I have a question.

On February 15, 1956, the regional director of the National Labor Relations Board in Kansas City found that the union was in violation of the boycott provisions of the Taft-Hartley Act. Isn't that right?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. And filed a complaint with the National Labor Relations Board here in Washington, D.C.?

Mr. COFFEY. That is correct.

Mr. KENNEDY. Then on February 16 we had brought out the fact that the union brought charges against you for unfair labor practices



in the election and these were not sustained by the director in the area, the regional director?

Mr. COFFEY. That is correct.

Mr. KENNEDY. And then the union appealed that, and then a decision on that came down, which was also of some importance, on February 16, 1956, by the National Labor Relations Board General Counsel here in Washington, and he upheld the regional director in saying that the charges against you as far as unfair labor practices in the election were not sustained.

Mr. COFFEY. That is correct.

Mr. KENNEDY. Then we have the two things going on here, one dealing with the election and the other dealing with the boycott; is that not correct?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. And on February 20, 1956, the union filed a denial of the violation of the Taft-Hartley Act, dealing with the boycotts, and appealed to the Board?

Mr. COFFEY. That is correct.

Mr. KENNEDY. In the meantime, your business is zero, while all of these things are going on?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. Then on March 12, 1956, a hearing for both you and this other company, the Clark Co., before the National Labor Relations Board, was reset for March 13 to April 17.

Mr. COFFEY. That is correct.

Mr. KENNEDY. Then you went out of business on March 30?

Mr. COFFEY. I went out of business on March 1, sir.

Mr. KENNEDY. March 1?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. You went out of business on March 1?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. And you sold it on March 30?

Mr. COFFEY. That is correct.

Mr. KENNEDY. Did you ever have the hearing before the National Labor Relations Board as to whether the union was, in fact, conducting a secondary boycott?

Mr. COFFEY. I had the hearing, yes.

Mr. KENNEDY. When was that held?

Mr. COFFEY. That went to Federal court, sir, in March of 1956, and the Federal court found them guilty.

Mr. KENNEDY. Found them guilty?

Mr. COFFEY. Yes, sir.

Mr. KENNEDY. By that time you were out of business?

Mr. COFFEY. It didn't make any difference to me.

Mr. KENNEDY. So you were sustained both in the election and in the secondary boycott, but both of these decisions came to you after you were out of business?

Mr. COFFEY. That is right. I never lost a case before a Federal court or before the NLRB, but I lost my business.

Mr. KENNEDY. You won everything, but lost your business?

Mr. COFFEY. That is correct.

Mr. KENNEDY. That was because of the various appeals and the various delaying tactics of the Teamsters Union during this period

of time. They were found wrong in everything but they were able to put you out of business?

Mr. COFFEY. That is right, because of the effectiveness of their boycott while they were stalling, just exactly as they promised me they would do.

The CHAIRMAN. The Chair makes this observation. Since I gave instructions to counsel a while ago to prepare a letter for transmittal of this transcript to the National Labor Relations Board, I have been in contact with Mr. Leedom, the Chairman, by telephone, and I requested that he come up this afternoon and get a copy of the transcript of your testimony, particularly relating to this election, where the count was delayed for some 4 months.

In the meantime, he is to assemble his own records, the records of the NLRB, and bring with him in the morning at 10:30 such members of his staff that can give information to the committee that it desires with respect to any explanation there can be for such unusual delay. Mr. Leedom and members of his staff will be here in the morning at 10:30. I withdraw the other announcement that I made.

Since we found him in town, we can expedite it in that fashion and let it follow right along after this testimony rather than delay it. I trust that is agreeable.

Senator CURTIS. It is; and I concur in that very much. I will say this, in fairness to the NLRB: If the law is wrong, this committee ought to know it. But if it is administration that is faulty, we ought to know that.

The CHAIRMAN. I will say, Senator, and I believe you will agree with me, certainly on the basis of this testimony an explanation is needed.

Senator CURTIS. Yes, and regardless of where the responsibility rests, it should be met.

The CHAIRMAN. Yes.

Senator CURTIS. Mr. Coffey, how large, approximately, is the city of Alma?

Mr. COFFEY. 1,750 people.

Senator CURTIS. It is a county seat town; is it not?

Mr. COFFEY. That is correct.

Senator CURTIS. How many people were you giving work to in Alma, in the office, and so forth?

Mr. COFFEY. There were about 15 or 18 employees; I could be wrong by 2 or 3; there were 15 or 18 employees in the city of Alma. It was the largest payroll in Alma.

Senator CURTIS. The largest payroll there. Is that payroll being carried on there now?

Mr. COFFEY. No, sir; there is one man left there.

Senator CURTIS. How many have moved away, just roughly? Most of them?

Mr. COFFEY. Most of them. There are one, two, or three still there.

Senator CURTIS. Most of them moved away, and while compared to industrial centers this is just a handful of people, yet, as you say, it was the largest payroll in the town; was it not?

Mr. COFFEY. To Alma it would be the equivalent of General Motors closing down to Detroit.

Senator CURTIS. You were a sizable purchaser of supplies?

Mr. COFFEY. That is correct.

Senator CURTIS. That is, in Alma as well as other points along the way?

Mr. COFFEY. Yes, sir.

Senator CURTIS. Coming back to your loss, I wouldn't want the record to indicate that your loss was merely two-thirds of the value of your franchise and your physical property. You were put out of business so far as all of your future earnings are concerned in this activity; were you not?

Mr. COFFEY. That is correct.

Senator CURTIS. As well as the provable loss that you can tabulate for the months involved from the time the Teamsters walked in your door until you had to give up the business?

Mr. COFFEY. That is right.

Senator CURTIS. Do you think that if efforts to organize and to be recognized and enter into contracts had been left to the people who actually worked for you, that you would have found a satisfactory solution to every problem raised?

Mr. COFFEY. Yes, sir.

Senator CURTIS. It was the outsiders, such as Barney Baker, Dick Kavner, and others, who came in and caused the trouble?

Mr. COFFEY. That is correct.

Senator CURTIS. That is all I have, Mr. Chairman.

Senator ERVIN. I have heard the poet report that wretches hang so that jurors may dine. You would just starve to death while justice was traveling on leaded feet, despite the fact that you had a just cause that ought to have been adjudicated by any man with the intelligence of the grade of a moron in not over 30 minutes. That is the tragic commentary on the way justice is administered in the industrial field in the United States in this particular case. I trust the others are not as bad.

The CHAIRMAN. The Chair would make this observation along the line of what Senator Curtis said. Let us assume for the moment that the Board was diligent in exercising all of its powers, which may not be correct; but assuming that for the moment, there is something wrong with our laws when the Teamsters Union can by these methods completely destroy a small business enterprise. It is a tactic that is reprehensible. It will eventually lead, if followed to its logical conclusion, in a civilized society and in a Government such as ours, back to the law of the jungle. If the responsibility is on Congress, it is the duty of this committee to find it out. If we have failed in legislation, we will soon have an opportunity to remedy that condition by the enactment of laws that will protect innocent business people and their employees and communities from this sort of an abortion.

Mr. COFFEY. That is particularly true in the light of a threat or remark made to me by Barney Baker at our meeting in Alma, which I spoke of. He informed me that I just happened to be in the road——

The CHAIRMAN. That what?

Mr. COFFEY. That I just happened to be in the road. That it was the intention of the Teamsters Union, through these tactics, to organize everybody in the State of Nebraska, clear on down to what he called the prune peddler, referring to the grocery store clerks. "First we will get you and all the rest of the truckers. Then we will



get the warehousemen, and then we will get every grocery store and hardware store in the State of Nebraska through the same methods."

That was their plan at that time.

The CHAIRMAN. We have had Mr. Barney Baker before us, and he is a flagrant example of just what any American citizen shouldn't be, in my opinion.

Mr. COFFEY. I concur, sir.

The CHAIRMAN. Proceed.

Mr. KENNEDY. That is all.

The CHAIRMAN. Thank you very much, Mr. Coffey.

Call the next witness.

Mr. KENNEDY. Mr. Glen Coffey.

The CHAIRMAN. Will you be sworn, please?

You do solemnly swear that the evidence you shall give before this Senate select committee will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. GLEN COFFEY. I do.

### TESTIMONY OF GLEN COFFEY

The CHAIRMAN. State your name, your place of residence, and your business or occupation.

Mr. GLEN COFFEY. I am Glen Coffey, formerly terminal manager for Coffey Transfer. I live in Omaha, Nebr. I now work for Ford Van Lines, in Omaha.

The CHAIRMAN. Mr. Kennedy, you may proceed.

Mr. KENNEDY. Mr. Coffey, you were associated with the Coffey Bros.?

Mr. GLEN COFFEY. Coffey Transfer Co. I was terminal manager in Omaha.

Mr. KENNEDY. Did you handle the goods that were transported by the Coffey Transfer Co. when they were being transshipped or interlined with other trucking companies?

Mr. GLEN COFFEY. Yes. After the pickets were placed around our terminal in Omaha, and three men went out on the picket line, it was necessary to get the freight delivered, and instead of staying in the office and actually running the terminal, I actually went out on the trucks and made or attempted to make deliveries and pickups.

Mr. KENNEDY. Did you find that other trucking companies would not handle your freight?

Mr. GLEN COFFEY. Yes; that is right. When we would attempt to deliver freight to the other companies or attempt to pick up freight from them, in practically all cases where it involved union truck lines, we were refused.

Mr. KENNEDY. Was the action of refusing to handle your freight coordinated by any individual or group of individuals? Did you learn that?

Mr. GLEN COFFEY. Well, actually there were pickets following our trucks, and whenever we would stop to unload, the pickets would picket back and forth in front of our trucks.

Mr. KENNEDY. I am asking whether the activities of not handling your freight, of not making deliveries to your company, whether those activities of refusing to do these things were coordinated or

handled by any individual or group of individuals, namely Mr. John Bridge, in Chicago?

Mr. GLEN COFFEY. Yes.

Mr. KENNEDY. What role did he have in all of this?

Mr. GLEN COFFEY. At practically all of the terminals where we attempted to deliver freight, we would run into the problem that the men would refuse it on the dock. They would just refuse to handle the freight. We would go on to management and try to get them to handle it.

In some cases, management would sign for the freight and we would set it off on the docks. In other cases, they said, "No, we can't handle it. We have a letter from John Bridge saying that we would have trouble at terminals outside of the State of Nebraska if we continued doing business with Coffey or Clark Transfer."

Mr. KENNEDY. Who was John Bridge?

Mr. GLEN COFFEY. It was my understanding that he was a labor consultant or something for the trucklines in Chicago.

Mr. KENNEDY. Did you learn of his relationship with Mr. Hoffa? Did you know of any relationship that he had with Mr. Hoffa?

Mr. GLEN COFFEY. Well, he appeared to be working hand in hand with Mr. Hoffa. All directives seemed to be from him, but they all were in favor of the Teamsters Union, and it appeared, as near as we could see, that he was working more for Mr. Hoffa and the Teamsters Union than he was for the carriers.

Mr. KENNEDY. And letters would come out of his office in Chicago telling these other trucking companies not to handle your freight, is that right?

Mr. GLEN COFFEY. Yes, that is right. I would like to say this. In one instance, I attempted to take some letters that came from the schools on commodities. I had 37 letters asking our company to pick up commodities from the Omaha Cold Storage Co. there in Omaha. I took those letters over to Omaha Cold and gave them to Mr. David Saunders, who is their manager. I gave them to him so that he would get them ready for me the next day.

He told me that he couldn't handle them: that he had been put on the blacklist through a letter put out to the companies by John Bridge, saying that as long as he done business with Coffey and Clark that none of the other trucklines would do business with him.

Naturally, they were a big concern and did a lot of business with the larger trucklines. In one instance he said Watson Bros. refused to pick up from him for him doing business with us. If Watson and the big lines wouldn't do business with Omaha Cold, that would put them out of business, so they had to turn down our business. I then took the letters and gave them to another line, Consolidated Motor Freight Terminal, and asked them to pick them up from Omaha Cold and then deliver them to me at our dock.

They were a nonunion carrier, and they did this: In May of 1956, I testified to this before a hearing of the National Labor Relations Board, leaving out the name of the carrier, and Mr. Weinberg, who was the attorney for the Teamsters Union, insisted that I give the name of the company, of this Consolidated Motor Freight that I had pick up these commodities for me. Over the objection of our lawyer, or the NLRB lawyer, Mr. Knockman, the trial examiner, insisted that I give the name of this company.

So I had to divulge their name as Consolidated Motor Freight Terminal. Within a few days, there was a letter out from John Bridge saying that the companies would have trouble in terminals outside of the State of Nebraska if they continued to do business with Consolidated Motor Freight Terminal.

The CHAIRMAN. As I understand it, Bridge presumably was representing management?

Mr. GLEN COFFEY. He claimed to be, as near as we know, and we understand that he was on the payroll of some of management. However, his letters went out to companies that he did not represent at all. Anyone that had a union contract received these letters from Bridge, whether he represented them or not. He still mailed the letters to them.

The CHAIRMAN. In other words, there was collusion between management and the union to put you out of business?

Mr. GLEN COFFEY. It appeared that way.

Senator CURTIS. Do we have any of those notices sent out by Bridge here?

Mr. KENNEDY. We have quite a few and we have other witnesses that we are going to introduce them with.

Senator CURTIS. I just want to say at this point, that some of those notices from John Bridge were shown to me 2 or 3 years ago, and they have a very official look; isn't that correct?

Mr. GLEN COFFEY. That is right.

Senator CURTIS. I couldn't tell, right at the moment, when I glanced at them whether this was a notice coming from a Government agency or not. It didn't say it was Government, but it wasn't arranged and couched in terms of a letter; was it? It was more of a notice?

Mr. GLEN COFFEY. That is right.

Mr. KENNEDY. There was a blacklist, and each week a notice would go out from John Bridge's office, telling the various trucking companies that they shouldn't do business with the following companies; isn't that right?

Mr. GLEN COFFEY. That is right.

Mr. KENNEDY. Under the hot cargo clause of the contract, and otherwise they themselves would be in difficulty with the Teamsters Union, and each week the list would change.

Mr. GLEN COFFEY. That is right.

Mr. KENNEDY. It was no more nor less than a blacklist which was arranged between Mr. Bridge and the Teamsters Union, and the companies that paid Mr. Bridge?

Mr. GLEN COFFEY. It was referred to as the union's blacklist.

The CHAIRMAN. I have before me here what appears to be a carbon copy of a letter, with the typewritten signature of John Bridge, executive chairman, and it is on the stationery of Motor Carrier Labor Advisory Council, John Bridge, executive chairman, motor carrier labor consultant. As I understand that, or did you understand that that council represented management or business and that Bridge was a consultant or the chairman of this council that served the management side of the issue?

Mr. GLEN COFFEY. Yes, sir; and he was supposed to be a go-between, between management and labor, supposedly.

The CHAIRMAN. Presumably representing management?

Mr. GLEN COFFEY. He was supposed to represent management.



The CHAIRMAN. I hand you a series of carbon copies of letters and I will ask you to examine them and, if you can, identify them. I don't know whether you can identify them or not. See if you can identify them as letters that you referred to that were sent out.

(Documents were handed to the witness.)

The CHAIRMAN. Mr. Kamerick, you have been previously sworn; have you not?

Mr. KAMERICK. Yes, sir.

#### TESTIMONY OF PAUL E. KAMERICK—Resumed

The CHAIRMAN. All right, Mr. Kamerick, I have just presented to the witness, Mr. Coffey, a file of carbon copies of letters and possibly some other documents. You are familiar with that file, are you?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. Where did you procure the file and the carbon copies of letters and documents that it may contain?

Mr. KAMERICK. I secured them all under subpoena from Mr. John Bridge, in his office in Chicago.

The CHAIRMAN. They came out of his file?

Mr. KAMERICK. Yes, sir.

The CHAIRMAN. Then I think perhaps you should verify them and examine them and that package of letters and documents as being those you took out of the file of Mr. Bridge.

Mr. KAMERICK. These are the documents I secured from Mr. Bridge.

The CHAIRMAN. They may be made in bulk exhibit No. 37.

(Document referred to was marked "Exhibit No. 37," for identification and may be found in the files of the select committee.)

The CHAIRMAN. Now, Mr. Coffey, you may examine them and see whether you also identify some of them.

#### TESTIMONY OF GLEN COFFEY—Resumed

Mr. GLEN COFFEY. Yes, sir. Here is one on May 10 that I recognize.

The CHAIRMAN. Who is it addressed to?

Mr. GLEN COFFEY. It just says, "Gentlemen," and it isn't signed, but—

It is recommended that you immediately discontinue interlining freight with the following revised list of carriers in the State of Nebraska.

and the list is Clark, Abler, Ross, Consolidated Truck Terminals, dated May 10.

That is a letter that I have seen.

The CHAIRMAN. You have seen the original of it?

Mr. GLEN COFFEY. Yes, I assume an original mailed to a carrier.

The CHAIRMAN. All right.

Senator ERVIN. You stated a while ago, as I recall, that you found that Mr. Bridge was writing these letters to some carriers by whom he was not employed?

Mr. GLEN COFFEY. That is correct.

Senator ERVIN. Did you ascertain whether or not he was giving this advice to carriers who wrote him asking for advice?

Mr. GLEN COFFEY. I presumed they didn't ask for advice. They weren't members of this council or whatever it was that he represents,

and they paid in no dues to it, and their only conceivable connection was that they did have a contract with the Teamsters Union, and yet they had no contract with Bridge and in no way paid his salary or employed Bridge, but these letters were still sent to every carrier who had a union contract with the Teamsters.

Senator ERVIN. And they were sent by a man who, so far as you have been able to ascertain, had no connection whatever by contract or otherwise with some of the people he was sending the letters to?

Mr. GLEN COFFEY. That is right.

Mr. KENNEDY. That is all.

The CHAIRMAN. Are there any further questions, Senator Curtis?

Senator CURTIS. I do not think of anything right now.

The CHAIRMAN. Did you have a financial interest in this business, or were you just an employee?

Mr. GLEN COFFEY. I was just an employee. I was a terminal manager?

The CHAIRMAN. All right, sir; thank you very much.

Call the next witness.

Mr. KENNEDY. Mr. Clark, please.

Mr. Chairman, we mentioned during the questioning of Mr. Coffey about another trucking company of Mr. Clark's, and Mr. Clark represents that company.

The CHAIRMAN. You do solemnly swear that the evidence, given before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

#### TESTIMONY OF W. FOY CLARK

Mr. CLARK. I do.

The CHAIRMAN. State your name, and your place of residence, and your business or occupation, please?

Mr. CLARK. My name is W. Foy Clark, and I reside at 601 South Third Street, Norfolk, Nebr. I am a copartner in Clark Bros. Transfer Co., Omaha, Nebr.

Mr. KENNEDY. Mr. Clark, how long have you been in the trucking business?

Mr. CLARK. Since about 1938.

Mr. KENNEDY. And were you approached about signing a contract with the Teamsters Union?

Mr. CLARK. Yes, sir.

Mr. KENNEDY. During what time?

Mr. CLARK. Two representatives of the Teamsters Union called on us in our office at Norfolk, in August of 1955.

Mr. KENNEDY. How many employees did you have at that time?

Mr. CLARK. We had about 35.

Mr. KENNEDY. Where did you operate?

Mr. CLARK. Our chief operation was from Omaha to northeast Nebraska, our home office at Norfolk, and the western point is Ainsworth, Nebr.

Mr. KENNEDY. Did you operate outside of the State?

Mr. CLARK. No, we didn't.

Mr. KENNEDY. Completely inside Nebraska?

Mr. CLARK. It was an intrastate operation.

Mr. KENNEDY. Who was it that approached you from the Teamsters Union?

Mr. CLARK. We had at one time Mr. Steel and Mr. Parker. At another time Mr. Parker and Mr. Kavner.

Mr. KENNEDY. What was Mr. Kavner doing there at the time?

Mr. CLARK. To the best of my knowledge, he represented the International Teamsters Union.

Mr. KENNEDY. Now, did you agree to sign a contract with them?

Mr. CLARK. No, we didn't.

Mr. KENNEDY. For what reason?

Mr. CLARK. We didn't believe that they represented the majority of our men as bargaining agent. There had been no indication that they did.

Mr. KENNEDY. Did they request an election?

Mr. CLARK. No, sir; they didn't.

Mr. KENNEDY. Is your salary scale equal to the salary scale set by the Teamsters Union?

Mr. CLARK. We have a comparable if not a better scale than the Teamsters Union; yes, sir.

Mr. KENNEDY. When you refused to sign the contract, did the Teamsters call a strike then?

Mr. CLARK. They did.

Mr. KENNEDY. How many of your employees went out?

Mr. CLARK. Four employees out of seven at the Omaha terminal.

Mr. KENNEDY. They called the strike only in Omaha?

Mr. CLARK. Yes, sir.

Mr. KENNEDY. And four out of your seven went out?

Mr. CLARK. That is right.

Mr. KENNEDY. How many employees did you have totally at that time?

Mr. CLARK. About 35.

Mr. KENNEDY. So just 4 out of all of your 35 employees actually walked out on strike?

Mr. CLARK. That is correct.

Mr. KENNEDY. Now, did they also institute a boycott against the handling of your freight?

Mr. CLARK. They did.

Mr. KENNEDY. When did that start?

Mr. CLARK. About September 14, 1955.

Mr. KENNEDY. At the same time that these individuals went out on strike?

Mr. CLARK. Yes, sir.

Mr. KENNEDY. Did other companies refuse to handle your freight?

Mr. CLARK. They did.

Mr. KENNEDY. And refused to make deliveries to your company?

Mr. CLARK. Yes, sir.

Mr. KENNEDY. Did the pickets also follow your trucks?

Mr. CLARK. They did, to other business places in Omaha.

Mr. KENNEDY. Did you have any acts of violence against your equipment?

Mr. CLARK. We did from time to time, after September 14.

Mr. KENNEDY. What kinds of things?

Mr. CLARK. We had one or two pieces of equipment on which the motors had been filled with sugar or some chemical which bound



them up. We had tires ruined by sharp instruments, and on May 12, 1956, we had a fire which burned almost completely one truck, and two others were damaged extensively and our terminal at Omaha was burned considerably.

Senator CURTIS. What was the date of that fire?

Mr. CLARK. May 12, 1956.

Senator CURTIS. Now, did officials representing the fire department make an investigation of that fire?

Mr. CLARK. They did.

Senator CURTIS. What conclusion did they come to and announce in reference to the origin of the fire?

Mr. CLARK. The fire marshal determined the fire to be of an arson origin.

Senator CURTIS. It was a set fire by someone outside who would have access to the property?

Mr. CLARK. That is right.

Senator CURTIS. Where was your equipment located when the fire occurred?

Mr. CLARK. At the rear of our terminal at 1528 North 15th, at Omaha.

Senator CURTIS. How many vehicles were set on fire?

Mr. CLARK. One was set fire, and one on each side of the trailer was burned.

Senator CURTIS. To what extent did the terminal burn?

Mr. CLARK. The west doors, and the roof was damaged to some extent.

Senator CURTIS. Now, all of this equipment was located on your own property?

Mr. CLARK. Yes, sir; it was.

Senator CURTIS. It was private property?

Mr. CLARK. Yes, sir.

Senator CURTIS. And where was the equipment located when the engines would be damaged with sugar or some other substance?

Mr. CLARK. They would be parked at our lot.

Senator CURTIS. On your lot?

Mr. CLARK. Yes, sir.

Senator CURTIS. About how many instances of that did you have?

Mr. CLARK. Two or three that we believed were vandalism.

Senator CURTIS. Did you have any trouble with tires?

Mr. CLARK. We lost some tires; yes, sir.

Senator CURTIS. Damaged or stolen?

Mr. CLARK. No; I think pierced by some sharp instrument.

Senator CURTIS. Did they ever find out who set this fire?

Mr. CLARK. I believe not. The fire marshal of the State made two trips, at least, to Norfolk and questioned certain individuals but to my knowledge it was never determined who set the fire.

Senator CURTIS. At least they never appeared to get sufficient evidence to file charges?

Mr. CLARK. That is right.

Senator CURTIS. But the damage all occurred in Omaha?

Mr. CLARK. Yes, sir.

Senator CURTIS. That is all.

Mr. KENNEDY. How much was the damage from the fire?

Mr. CLARK. I would estimate it to be around \$5,000.

Mr. KENNEDY. Did you receive telephone calls as well, or any of your employees receive telephone calls?

Mr. CLARK. I didn't receive any myself because I reside at Norfolk and the trouble seemed to be concentrated in Omaha, but I am sure and I do not know this definitely, that some of the employees got threatening phone calls. One of the boys who lived at Council Bluffs, a town next to Omaha, took his wife and family to her mother's home in a town downstate until the trouble seemed to be quieted down.

Mr. KENNEDY. Did they tell you that the telephone calls had been made to their wives?

Mr. CLARK. No; they didn't.

Mr. KENNEDY. Did you learn of that?

Mr. CLARK. The only coercion or intimidation that was told to me personally by one of the employees was one of our employees who was on a strike line, or picket line, who came to me and volunteered the information that he had been forced to go on the picket line, that two representatives from the union had come to his home the night before and ask him if he was going to go along with them or get his head beat off, and he asked me, "What would you do?"

The CHAIRMAN. May I ask, did he identify the representatives of the union that came to him?

Mr. CLARK. Yes, but he didn't give me their names.

The CHAIRMAN. You don't know who they were?

Mr. CLARK. No; I don't, Senator.

Senator CURTIS. In general, were the same transportation companies boycotting you that were boycotting Coffey?

Mr. CLARK. Yes, sir; nearly always the same.

Senator CURTIS. Did you likewise have an experience where a shipper designated your line to carry the freight, and they would refuse to give it to you?

Mr. CLARK. Yes, sir; many of them.

Senator CURTIS. Did you have an experience with the daily paper at Norfolk, in regard to the shipment of paper along that line?

Mr. CLARK. Yes, sir; we did.

Senator CURTIS. Tell us about that.

Mr. CLARK. It was the radio station owned by the paper there Senator, who seemed to be having the difficulty of obtaining paper for their teletype machines, and they have had lots of trouble. They have routed their shipments various times from the East to be transmitted to us at Omaha, and they have always come through some other carrier.

Senator CURTIS. Even though they would request that it be picked up by you?

Mr. CLARK. A number of times they have refused shipments because they weren't delivered by us, and still it never corrected the situation, the boycott continued.

Senator CURTIS. Did information ever come to you of shippers located some distance from Nebraska being told that they couldn't send freight on your transfer line?

Mr. CLARK. I have many letters in the file which show that shippers have said that they couldn't ship via our line because of the boycott.

Senator CURTIS. How far away were some of them?

Mr. CLARK. Some as far as New York.

Senator CURTIS. As far as New York?

Mr. CLARK. Yes, sir; the incident I just told about with the radio station was the Associated Press in New York.

Senator CURTIS. You mean the Associated Press?

Mr. CLARK. Yes, sir.

Senator CURTIS. The Associated Press shipment of paper for the teletype machines, you mean?

Mr. CLARK. Yes.

Senator CURTIS. You received a notice as far away as New York, or someone did, that they couldn't patronize Clark Bros. Transfer?

Mr. CLARK. Yes, sir.

Senator CURTIS. Did you receive any from any other States? Did you learn of such notice being given in Indiana, any place or Ohio?

Mr. CLARK. Well, I believe the shipping point for this paper was in Indiana, and the home office or the office who had ordered the paper to be shipped was New York, and the shipping point would be Indiana.

Senator CURTIS. How big was your operation, and about how many vehicles and how many employees?

Mr. CLARK. About 35 employees, and probably 50 units.

Senator CURTIS. I think Mr. Clark it is very significant that this rich and powerful Teamsters Union would go to the extent of carrying in their fight clear to New York City, halfway across the continent, to drive out a little businessman in Nebraska that employed 35 people. It is quite significant that they had a good goal in mind far beyond driving Clark Bros. out of existence?

Mr. CLARK. Driving Clark Bros. out of business, it goes further than that. We were merely, as Mr. Coffey stated, in the road to a program which I understood was to organize all of the State of Nebraska.

Senator CURTIS. Did any Teamster representatives ever say anything to the effect to you?

Mr. CLARK. Yes, sir.

Senator CURTIS. Who did?

Mr. CLARK. Mr. Kavner.

Senator CURTIS. That is Richard Kavner?

Mr. CLARK. Yes, sir.

Senator CURTIS. Did anybody else ever say it?

Mr. CLARK. I do not think so. I got it secondhand from other places.

Senator CURTIS. How effective was the boycott against you?

Mr. CLARK. We were fortunate, inasmuch as we did a great share of our business in intrastate and local business, which the Teamsters didn't so tightly control, and probably our business was cut in two, about the middle, and we were able to continue operation at half-mast with intrastate business.

Senator CURTIS. And that fact was the only reason you were able to keep going?

Mr. CLARK. It saved our lives; yes.

Senator CURTIS. Is the boycott still going on?

Mr. CLARK. We still have a one-man picket line at our office in Omaha, and we are still unable to do business with many of the inter-line carriers in Omaha.



Senator CURTIS. Have you tried recently?

Mr. CLARK. Yes, sir.

Senator CURTIS. You have had instances where they have denied you freight, where it would be the logical thing or the direct thing that it be given to you?

Mr. CLARK. Yes, sir.

Senator CURTIS. Will you name those carriers that have recently denied you freight?

Mr. CLARK. Well now, Senator, this is more sins of omission than commission. We are not receiving the normal flow of interline freight from these carriers, but we have been able to deliver freight to them. They do not boycott us quite to the extent that they did 3 years ago, inasmuch as they wouldn't accept any freight from us.

Senator CURTIS. If it is business coming to them, they will take it; and if it is business that they have already handled, you do not get your share?

Mr. CLARK. That is right.

Senator CURTIS. Does the present form of the boycott take on sort of an undercover aspect, so that you don't always know why you don't get the business? Is that correct?

Mr. CLARK. That is right.

Senator CURTIS. But you can tell that your volume is substantially down?

Mr. CLARK. That is correct.

Senator ERVIN. Did the Teamsters ever seek to obtain a representation election among your employees?

Mr. CLARK. No, sir; they did not.

Senator ERVIN. Did they demand that you make your employees join the Teamsters?

Mr. CLARK. What is the question, please?

Senator ERVIN. Did these representatives of the Teamsters that talked to you demand that you as employer make your employees join the Teamsters?

Mr. CLARK. They merely demanded that we sign a contract and recognize them as bargaining agent for our people.

Senator ERVIN. In other words, without ever seeking a representation election, the Teamsters demanded that you sign a contract recognizing that they were the bargaining representatives of your employees, who had never chosen them to be such?

Mr. CLARK. That is right.

The CHAIRMAN. Is there anything further?

Senator ERVIN. I have one other question.

Was this injury to your vehicles and your tires done in the daytime or at nighttime?

Mr. CLARK. It would be at night.

Senator ERVIN. There is something in the Scriptures which says that men love darkness rather than light because it conceals evil. We run into that at times when violence involves injury of property.

Mr. KENNEDY. You filed charges with the National Labor Relations Board, charges of unfair labor practices against the Teamsters, and local 554?

Mr. CLARK. We did. Mr. Kennedy, I have prepared a short chronology which will bring out or point up to the committee how much

we have done from a legal angle to gain relief and I will submit very little relief has been obtained.

Mr. KENNEDY. You don't feel under the laws as they are presently written that there is much relief for somebody in your position?

Mr. CLARK. That is correct.

Mr. KENNEDY. And for instance, in this case, by the time that the courts and the National Labor Relations Board actually acted on the complaint of unfair labor practice, and on this complaint of the secondary boycott, some 6 or 8 months had gone by; isn't that correct?

Mr. CLARK. In many instances 6 months before any action was taken.

Mr. KENNEDY. Any by that time, unless you had had this great deal of intrastate business you would have been out of business?

Mr. CLARK. That is right.

Mr. KENNEDY. For instance, the injunction by the District Court of Nebraska was not issued until July of 1956.

Mr. CLARK. Correct.

Mr. KENNEDY. Did you understand the coordination for handling the boycott was handled through a Mr. John Bridge, in Chicago?

Mr. CLARK. Yes, sir; I did.

Mr. KENNEDY. Did you have any information regarding his activities?

Mr. CLARK. I saw letters written to interline carriers, whom he purported to represent.

Mr. KENNEDY. Telling them not to handle your goods?

Mr. CLARK. Yes, sir; we were on the list.

Mr. KENNEDY. Did you understand it was a blacklist that was prepared by the Teamsters Union?

Mr. CLARK. Yes. I saw it many times.

Mr. KENNEDY. And he coordinated this activity and sent it out to the various truckowners that they would get into difficulty with the Teamsters Union if they handled goods with companies such as yours?

Mr. CLARK. Yes, sir.

Mr. KENNEDY. And during this time your employees showed or evidenced no interest in wanting to join the Teamsters Union?

Mr. CLARK. Sometime in October of 1955, they voluntarily printed in our home daily paper that they were loyal to our company and didn't wish to be represented by any union.

Mr. KENNEDY. That is all.

The CHAIRMAN. Did they have any of your members signed up at all that you know of, of your employees?

Mr. CLARK. I didn't see any application cards, but 4 of our 7 employees at Omaha were on the picket line; only 4 out of 35.

The CHAIRMAN. And one of those told you he was forced to go on there under threat of getting his head beat off?

Mr. CLARK. That is right.

The CHAIRMAN. Senator Curtis.

Senator CURTIS. Was your injunction that you filed in the Federal court filed before Judge Donohoe during his lifetime, or did you experience the same delay that Coffey Transfer had?

Mr. CLARK. We started hearings before Judge Donohoe and we were about 2 days into the session when he suffered an attack.

Senator CURTIS. What judge completed the case?

Mr. CLARK. Judge John J. Delehanty.

## ERRATA SHEET

This chronology should have been included in the testimony of W. Foy Clark, on page 15652 [part 41] of the hearings entitled "Investigation of Improper Activities in the Labor or Management Field."

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Brief chronology to point up to the Senate Select Committee what we (Clark Bros. Transfer Co.) have done, under present laws, to gain relief from secondary boycott and other pressures by the Teamsters Union. We are fortunate, in that our business was to a large percent intrastate local business which the Teamsters Union did not so tightly control.

August 18, 1955: Teamsters Union representatives called upon us at Norfolk, Nebr., claiming to represent our employees as bargaining agent in the matter of wages, hours, etc.

September 1, 1955: The Nebraska State Railway Commission granted Nebraska carriers a 10-percent rate increase in intrastate traffic.

September 7, 1955: Clark Bros. employees received a 10-percent across-the-board wage increase.

September 14, 1955: Four of seven employees appeared on a picket line at our Omaha terminal. Concerted action was taken by employees of unionized carriers to divert business normally tendered to our line away from us to other carriers. Also shipments originating in Omaha, at various companies, were rerouted away from us to other carriers.

October 13, 1955: Much evidence was gathered showing unlawful secondary boycott by the Teamsters' Union and on this date our attorneys filed unfair labor practices charges with the National Labor Relations Board, case No. 17-CC-43. A field examiner for the NLRB made an investigation.

December 8, 1955: A settlement agreement between the union and the National Labor Relations Board was signed stating that the union admitted to no violations of the Taft-Hartley law, but agreed not to violate it any more. This agreement was signed and posted on the above date. This settlement agreement had some effect to reestablish our interline business with some of the larger carriers almost to normal.

January 10, 1956: A picket line of one man appeared at the dock and terminals of Des Moines Transportation Co., with whom we were doing extensive business since the signing of the settlement agreement. As a result we were no longer able to do business with Des Moines since the threat heretofore made by the union, that any company doing business with Clark Bros. Transfer Co. would be struck, was carried out.

January 27, 1956: We exchanged a load of freight in the forenoon of this date at Omaha with Darling Transfer. In the afternoon of this date a 3-hour strike occurred at their terminal in Kansas City.

February 3, 1956: Our attorneys filed, in our behalf, an injunction under section 10 of the National Labor Relations Act, with trial commencing March 15, 1956.

May 2, 1956: A hearing before the NLRB trial examiner.

May 12, 1956: A fire occurred in our Omaha terminal burning in part three trucks and damaging our terminal building to the approximate extent of \$5,000.

July 18, 1956: The trial examiner filed an intermediate report recommending the issuance of a cease-and-desist order against local 554.

July 30, 1956: Injunction granted.

December 26, 1956: The cease-and-desist order above recommended was issued. Later taken to court of appeals for review and cross petition. Still pending to date.



January 29, 1957: National Labor Relations Board filed criminal contempt proceedings against two agents of local 554, who were ordered to show cause why they should not be held in contempt of court by April 9, 1957. This case has not been tried to date.

January 30, 1957: One-day strike occurred at Bos Truck Lines and Burlington Truck Lines in Des Moines, Iowa, for no apparent reason other than that they had been interlining freight with Clark Bros. at Omaha.

December 27, 1957: A complaint was filed with the National Labor Relations Board charging that a secondary boycott still continued.

February 11 and 12, 1958: Hearing before a trial examiner in Des Moines, Iowa, to answer above complaint.

August 28, 1958: A cease-and-desist order was issued by the National Labor Relations Board. Attorneys for the union have filed petition for review and at this time is still pending.

FOY CLARK,  
*Partner, Clark Bros. Transfer Co.*



Senator CURTIS. He granted an injunction?

Mr. CLARK. He did.

Senator CURTIS. Do you remember when that was?

Mr. CLARK. On July 30, 1956.

Senator CURTIS. Did Teamster representatives live up to that injunction?

Mr. CLARK. It made little difference with them. In fact, they didn't even advertise to their constituents that there was an injunction.

Senator CURTIS. Has there been any further proceedings in the action? Has anyone been cited for contempt by the court for violating the injunction?

Mr. CLARK. There has been. Two agents of local 554 in Omaha, have been cited for contempt.

Senator CURTIS. What two agents were they?

Mr. CLARK. Albert Parker and Leslie Tieson.

Senator CURTIS. That hasn't been determined yet, has it?

Mr. CLARK. That has not been determined. The case hasn't been tried to date.

The CHAIRMAN. Is there anything further?

Mr. KENNEDY. That is all.

The CHAIRMAN. Thank you very much, Mr. Clark.

Mr. CLARK. I have one or two words I would like to add.

The CHAIRMAN. All right, sir. You may.

Mr. CLARK. I might say that when this action was first taken against us, that our company felt very much alone in a very big fight, and that we were fighting a lost cause, and that we saw very little light until this committee started action, and many of the things were brought to light which you have brought to light.

I want to commend you Senators for your statesmanship in trying to correct a deplorable situation. At one time we thought our persecution was an isolated case, but after some of the revelations of your committee the danger to our whole economy is revealed. While this may seem a little farfetched to the general public, those of us who are acquainted with the situation know that it is dangerous.

I will add that if enough of the people over on Capitol Hill become statesmen for a day or long enough to enact some legislation that will help you people to obtain the objectives which you seem to be after, your names should go down in history along with George Washington and Andrew Jackson.

The CHAIRMAN. Well, that is very complimentary, and we appreciate your remarks. We are not here to seek any glory. We hope that if, as a result of the arduous days that we spend here trying to get this information, we can get some legislation that will serve the welfare of this country, protect working people from exploitation, and also make it possible for small businesses or any business to operate in a traditional free enterprise system, without oppression, without terrorism, vandalism, other acts of criminal nature being committed against them, if we can just accomplish that and get legislation that will eradicate these evils that we have exposed, the committee, each member of it, will be amply rewarded, whether their names are ever mentioned in history or not.

Thank you very much.

Mr. CLARK. I hope some prayers are with you.

The CHAIRMAN. Thank you.

Call the next witness.

Mr. KENNEDY. Mr. Dean Joy.

The CHAIRMAN. You do solemnly swear that the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. Joy. I do.

### TESTIMONY OF H. DEAN JOY

The CHAIRMAN. State your name, your place of residence, and your business or occupation.

Mr. Joy. My name is H. Dean Joy. I am the comptroller of Darling Transfer Co., in Auburn, Nebr., where I reside.

The CHAIRMAN. You may proceed, Mr. Kennedy.

Mr. KENNEDY. How long have you been with the Darling Co., Mr. Joy?

Mr. Joy. For approximately 5 years.

Mr. KENNEDY. On January 27, 1956, was there a strike called against Darling by Local 41 of the Teamsters in Kansas City?

Mr. Joy. Yes; there was.

Mr. KENNEDY. Could you tell us what that was all about, and why the strike was called against the company?

Mr. Joy. I will give you just a little background before I go into the actual items. On the day that the strike was called, Mr. Ralph Darling, the general manager of the Darling Transfer, was ill, so I was called upon to transact the various phone calls and so forth that were required to try to get us back to work.

At the time, and also on the following day, on Friday and Saturday, I made minutes of all the conversations that occurred so that if anything should come up in the future I would be able to refer to them and refresh my memory.

The CHAIRMAN. Mr. Joy, I hand you here what purports to be photostatic copies of the notes that you made at that time. I believe that they consist of four pages. Will you examine it and state if you identify it, please, sir?

(Document handed to the witness.)

Mr. Joy. Yes, sir; this is a photostatic copy of the notes that I made at the time. I have the original notes before me.

The CHAIRMAN. Thank you very much.

The photostatic copy may be made exhibit No. 38.

(Document referred to marked "Exhibit 38" for reference, and may be found in the files of the select committee.)

The CHAIRMAN. Proceed.

Mr. Joy. I will not read directly from the notes, but will refer to them.

On January 27, 1956, at 3:15 p.m., our terminal manager in Kansas City, Mr. Ray Weaver, called me and told me that we were on strike in Kansas City; that a union representative of local 41 had come to the dock and ordered our drivers off the job.

He stated that we would not be able to move any trucks in or out of Kansas City. Also, when he asked them what the purpose or what the reason was, that they would give no reason, but told him that it was something at Auburn and Omaha and to get in touch with us up there to find out.



After talking to him, I drove to Mr. Darling's house and talked to him, to try to decide what to do or where to go from there.

We decided to call the Des Moines Transportation Co. in Des Moines, Iowa, who had had a similar strike a few days or weeks previous, to find out what they had done and where they had gone for relief. I talked to a Mr. Bernie Baker, who is a part owner or an owner of the Des Moines Transportation Co. in Des Moines, at approximately 4 p.m. He would give me no information except just to tell me to call John Bridge in Chicago and get the story from him.

Senator CURTIS. Which Baker was that?

Mr. JOY. Mr. Bernie Baker, B-e-r-n-i-e, I suppose, of the Des Moines Transportation Co. It is not the Barney Baker referred to previously in the testimony.

Then about 4:05, right after that phone call, our terminal manager in Kansas City called and he stated that he had talked with a representative of the Highway Carriers Association, which is another trucklines group, and they had advised starting an injunction in Kansas City against the union, to get us back to work there. However, I told him to hold off for a while until I could get more information from the various sources that I needed it from.

I called John Bridge in Chicago about 4:15.

Mr. KENNEDY. Why did you happen to call John Bridge?

Mr. JOY. That was the advice that I received from the Des Moines Transportation Co., as to the method in which we could possibly get back to work.

Mr. KENNEDY. All right. Go ahead.

Mr. JOY. Mr. Bridge explained that the basic reason we were struck in Kansas City was because we had given some freight to Clark and Coffey in Omaha. In that regard, I might state that we had continued giving freight and receiving freight from Clark and Coffey even though we had been advised against it previously. We felt that we should do all in our power, at least, to try to break this up, and continued to do business with those people.

The Darling Transfer Co. had done business with Clark and Coffey for many years, and the business relationship had always been good.

Senator CURTIS. They were both regarded as responsible operators?

Mr. JOY. Very much so.

Senator CURTIS. And were attempting to serve the public in their transportation needs in the areas where they were licensed?

Mr. JOY. Yes, sir.

Senator ERVIN. Did the Darling Co. have any contract with Bridge?

Mr. JOY. We are a member of the Motor Carrier Labor Advisory Council, of which Mr. Bridge is executive secretary. We joined that council in, I believe it was, March or April of 1955, under some pressure.

Senator ERVIN. Under some pressure? What do you mean by that? Pressure from whom?

Mr. JOY. Well, I don't know for sure, myself. The pressure was put on Mr. Darling by someone. Whom, I can't tell you. I am not sure.

Mr. KENNEDY. A union official?

Mr. JOY. I think probably a union official.

Senator ERVIN. Some Teamsters Union official?

Mr. JOY. Yes. Mr. Bridge also stated that he was sure that if we would agree not to do business with Coffey and Clark, that we could get back to work in Kansas City. He said he would get hold of Mr. Hoffa and call me back with further instructions.

At 4:30, right after the conversation, I called our terminal manager in Omaha, who is Mr. Charles Sibley, and brought him up to date on what we were trying to do and what happened in Kansas City. He had not heard of it as yet at that time.

Mr. Bridge called back to me at about 4:50 p.m. and told me to call Mr. Frank Fitzsimmons in Detroit any time after 6 o'clock in the evening, and tell him that we would discontinue business with Clark and Coffey, and he felt that Detroit would take care of clearing us at Kansas City.

Mr. KENNEDY. Mr. Fitzsimmons was a Teamster official?

Mr. JOY. I assume so.

Mr. KENNEDY. You found that out, did you not?

Mr. JOY. Yes.

Mr. KENNEDY. He is at the Teamster headquarters in Detroit?

Mr. JOY. Yes. I was to call him at his home, however. But I am certain that he was a Teamster official, as he called a Mr. Williams in Kansas City, who I know as a Teamster official.

Mr. KENNEDY. Mr. Roy Williams?

Mr. JOY. I believe it is.

Mr. KENNEDY. President of local 41?

Mr. JOY. Yes.

I called for Mr. Fitzsimmons in Detroit at his home at about 6:15. His wife said he had just left, but would be back about 9 p.m., so I asked to have him call back or report at that time, whenever he returned.

Then I called Mr. Weaver, our terminal manager at Kansas City, and told him we would probably get clearance some time on Saturday and we discussed the advisability or possibility of getting our trailers into and out of Kansas City. We had some trailers loaded. We had freight on pickup trucks backed into the docks with open backs so that they could be riffled if they were not unloaded onto the dock. We were not given an opportunity to have our men unload the trucks onto the dock when they were called off, as the usual case. They were just sent home summarily, without any opportunity to finish the job that they had started.

The CHAIRMAN. Who sent them home?

Mr. JOY. A representative, a business agent, or someone from the local in Kansas City. He came onto the dock and told them to go home, that they were done for the day, as I understand it.

Senator ERVIN. And didn't allow them an opportunity to secure the contents of the trucks against possible looting?

Mr. JOY. No, sir.

The CHAIRMAN. You may proceed.

Mr. JOY. Mr. Fitzsimmons called me at 8:05 p.m., and I told him the story as I knew it, and explained the Clark and Coffey question, which he didn't seem to know about. He said that if we agreed not to do these things, that he was sure we would be cleared.

The CHAIRMAN. Do what things?

Mr. JOY. Apparently doing business with Clark and Coffey, which was what I asked him about or told him about, that that apparently

was the reason we were struck in Kansas City, and that we would agree, out of economic necessity, to not interline with Clark and Coffey any more.

The CHAIRMAN. Did you agree to it?

Mr. JOY. We agreed to it.

The CHAIRMAN. All right.

Senator ERVIN. Did Mr. Bridge, in your telephone conversation with him, ever tell you why the Teamsters were objecting to your doing business with Coffey and Clark?

Mr. JOY. No, he didn't tell me why. He assumed that I knew why.

Senator ERVIN. What did you assume?

Mr. JOY. I assumed it was because of a secondary boycott being put on Clark and Coffey.

Senator ERVIN. But did you ever get any information as to what was the objective of the secondary boycott?

Mr. JOY. No, sir; no definite reasons.

Senator ERVIN. You never were informed that the objective of the secondary boycott was to compel Clark and Coffey to sign a contract with the Teamsters, recognizing the Teamsters as the bargaining agent for their employees, regardless of their consent?

Mr. JOY. No direct information that I gathered, nothing direct. Secondhand, yes.

Mr. KENNEDY. On the first part of the question, this doesn't answer that aspect of it, but according to your notes it says,

Called John Bridge in Chicago about 4:15. He explained that the basic reason we were struck at Kansas City was because we had given some freight to Clark and Coffey at Omaha, and that he was sure that if we would agree not to deal with Coffey and Clark that we could get the dogs called off in Kansas City.

Senator ERVIN. He explained that, that Mr. Bridge had told him that. I was trying to find out if Mr. Bridge ever gave a reason.

Mr. KENNEDY. Yes; I understood that.

Senator CURTIS. Did your contract with the Teamsters have the so-called hot cargo clause in it?

Mr. JOY. Yes.

Senator CURTIS. Put in there at whose insistence?

Mr. JOY. By the union's, of course.

Senator CURTIS. I am aware of that, but the record should show that you were not the promoters of the idea.

Mr. JOY. As far as we in the contract are concerned, we are only signers, actually. We are not negotiators. The contract is negotiated by employer representatives in Chicago, but we are a small company.

The CHAIRMAN. Was this man Bridge one of the negotiators or representatives of the truckers' association group?

Mr. JOY. Yes, Mr. Bridge and some representatives of the motor carriers, some of the larger carriers in Omaha, who go to Chicago on the negotiating committee and help to negotiate a contract.

Senator CURTIS. That is what they called their standard contract?

Mr. JOY. Yes. It is a 12-State area contract that is the same in all areas.

Senator CURTIS. You are told to sign, or else?

Mr. JOY. Yes; that is right.



Mr. Fitzsimmons, we are still on that subject, called, and he stated that he was sure we could be cleared if we did not do business with Clark and Coffey, and that he would call Williams in Kansas City in that evening if he could reach him. That was on Friday evening. That was the last conversation of that evening, so on Saturday morning about 9:30 or 10 o'clock I called our terminal manager at Kansas City to see if anything had been done or if he had received any word from the union as to whether we would be still out on Monday or whether we would still be struck, or whether he received any word from the men that they had been instructed in any way.

But he said that the situation was the same, but he would try to get hold of Williams also and see what the situation or the status was at the time.

I called Mr. Bridge again after that conversation and told him that I had called Detroit and told them that we would agree to the conditions outlined previously. Mr. Bridge said that he would get hold of Hoffa and try to get us clear on Saturday.

On Monday morning our employees were back to work.

Mr. KENNEDY. And you had refused to handle any of the freight for either one of these companies?

Mr. JOY. Yes. That was the agreement. That was the agreement that we had to make to be able to stay in business.

Mr. KENNEDY. I would like to point out, Mr. Chairman, that this took place starting on January 27, 1956, just about 1 month after the agreement had been signed by local 554 with the National Labor Relations Board that this secondary boycott would be discontinued against Clark and Coffey. This all took place after the agreement had been signed that they wouldn't do this any more.

Senator CURTIS. Mr. Counsel, do you know whether the International Teamsters Union was a party to the agreement?

Mr. KENNEDY. After both Clark and Coffey brought charges of unfair labor practices before the National Labor Relations Board, the Board, even though it was delayed, put out an opinion and made them sign this agreement, which they signed, but they obviously continued the same practice.

Senator CURTIS. Did the representatives of the international sign that agreement, or was it just the local?

Mr. KENNEDY. Just local 554, but it was on behalf of the Teamsters that the boycott would be discontinued.

Senator CURTIS. I understand; yes.

Mr. JOY. I might go into the reason a little more.

I brought a copy of a freight bill along that is dated January 25. That is the date we picked up the freight, the truckload shipment that we picked up in Kansas City. We tendered it to Clark on January 26, and we were struck on January 27.

Mr. KENNEDY. In answer to your question, Senator, it was signed by the secretary-treasurer for the local and the attorney for the international.

Senator CURTIS. Who was the attorney?

Mr. KENNEDY. David D. Weinberg. He signs himself as attorney for the international union.

Senator ERVIN. Can you think of any purpose for a hot-cargo clause in a contract other than the fact that it arms the Teamsters

with a weapon to make third persons with whom they have no contract relations subject to their demands?

Mr. JOY. I can think of no other purpose.

Senator ERVIN. In other words, it doesn't really have any place in governing relations exclusively between the Teamsters and the company that agrees to the hot-cargo clause?

Mr. JOY. That is right. It only gives the unions, or the Teamsters in this case, an organizing tool.

Senator ERVIN. It gives them a club by which they can compel the company which contracts with them to bring pressure upon third parties which is calculated to cause the third parties that have no contractual relationship with the Teamsters to submit to the will of the Teamsters?

Mr. JOY. That is correct.

(At this point Senator Goldwater entered the hearing room.)

Mr. JOY. I would like to add a little bit more on the feeling of our company, or Mr. Darling and myself, in regard to agreeing to such a thing.

Kansas City is our major point, our major revenue point. The bulk of our revenue comes from Kansas City. We are a short-haul carrier between Kansas City and Omaha, and without being able to pick up or deliver freight in Kansas City we are out of business. So a strike in Kansas City is a strike at the heart of our business. I would say that this particular short strike probably cost our company in the neighborhood of \$5,000.

The CHAIRMAN. Why do you sign one of the hot-cargo contracts in the first instance? You obligate yourself then to do their bidding in order to hurt innocent people, innocent businesses. Why do you sign it in the first place?

Mr. JOY. As concerns us, we have no recourse except to sign it or go out of business.

The CHAIRMAN. Why do you have to belong to an association where you don't have any voice in what kind of a contract they are negotiating for you?

Mr. JOY. Well, it is either that or go to Chicago ourselves and try to negotiate a separate contract which, under the conditions in the past several years, has been impossible.

Senator ERVIN. In other words, you are saying in effect that under the practical operation that exists in law, that instead of putting the employees on the equality of bargaining power with the employer, which it is designed to do, that the Teamsters Union, under existing law, has a disproportionate bargaining power under which they can virtually dictate the terms of the contract or put a trucker out of business entirely?

Mr. JOY. Yes. They can do that with the divide-and-conquer concept of setting up one company or a small group of companies and through a competitive necessity, they all go along.

Senator ERVIN. From an economic standpoint, a small trucker has to succumb to the demands of the Teamsters when they insert their hot-cargo clause in their contract, or go out of business; is that true?

Mr. JOY. Yes; that is true.

Senator CURTIS. Isn't it a fact that the Teamster international representatives, when they go to an unorganized trucker and demand that he sign a contract, that they submit this standard form contract?

Mr. JOY. I don't know, but I would assume that is true.

Senator CURTIS. I think that is Mr. Coffey's testimony and I believe that is true; that they lay down the standard contract and make their demand that they sign that.

Mr. JOY. Yes. Possibly they might amend the wage rate scale in some cases, but that is about the only amendment. No other amendment such as taking out the hot-cargo clause, or something like that, I am sure, exists. They might have a slightly different wage scale for different areas.

Senator CURTIS. So, whether a transfer company belongs to a particular association of carriers or what, he is still faced with the demand of the Teamsters to sign the contract as they draw it, with possibly a few exceptions that you are able to change?

Mr. JOY. Yes, sir.

The CHAIRMAN. Is there anything further?

Do you have anything further, Mr. Joy, that you wish to state?

Mr. JOY. I can't think of anything, sir.

The CHAIRMAN. All right, sir. Thank you very much.

Call the next witness.

Mr. KENNEDY. Mr. Al May.

The CHAIRMAN. You do solemnly swear that the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. MAY. I do.

#### TESTIMONY OF ALBERT E. MAY

The CHAIRMAN. State your name, your place of residence, and your business or occupation, please.

Mr. MAY. I am Albert E. May, 5512 Howard Street, Omaha, Nebr. I am an attorney, a partner in the law firm of Swawr, May, Royce, Smith, Andersen & Ross.

The CHAIRMAN. Thank you. You may proceed.

Mr. KENNEDY. You were the attorney for the Clark Bros.?

Mr. MAY. We handled some work for Clark Bros.; yes.

Mr. KENNEDY. After the boycott was imposed on Clark and Coffey, Clark Bros. was unable to have their freight handled by other companies or handle the freight of other companies; is that correct?

Mr. MAY. Yes.

Mr. KENNEDY. You, yourself, personally investigated and found that this hot-cargo clause was being enforced against the Clark Bros.?

Mr. MAY. That is right. If counsel please, I presented to your committee yesterday a brochure which I have prepared, which contains a great number of incidents with reference to the secondary boycott, and principally in relation to the Ford Storage & Moving Co. of Omaha, and also some including or pertaining to Clark Brothers Transfer Co. Also, in the rear, you will find a complete chronology of the Coffey and Clark cases through the courts.

Then there are some suggestions to this committee with reference to proposed legislation.

If I may make it brief, I would like to talk about a few of these instances which, in general, form the same pattern as has been testified to by previous witnesses.



The CHAIRMAN. Mr. May, with your permission we will make this copy you filed with the committee, "Teamsters Union, Secondary Boycott, Nebraska," being the title of it, we will make it "Exhibit No. 39" for reference.

(Document referred to was marked "Exhibit No. 39" for reference and may be found in the files of the select committee.)

Mr. KENNEDY. Perhaps, as we have gone through some of the samples, and also we have gotten into this folder, possibly it would be a good idea if you gave some of your legislative suggestions, rather than go through some of these other items.

Mr. MAY. I should like to give a couple of instances which do not follow the regular pattern you have heard in the past few days, if that is agreeable.

The CHAIRMAN. Proceed.

Mr. MAY. With reference to the Ford Storage & Moving Co., the chronology there is slightly different. The first intimation of any difficulty is a letter which Ford received from the General Drivers and Helpers, Local 554. The pertinent points are:

The undersigned union is collective-bargaining agent for employees in the motor carrier and warehouse industry, and, as such, has negotiated agreements with respect to wages, hours, and working conditions affecting a large group of employees in this industry who are members of the union. The protection of the union scales and conditions of employment is an essential and vital matter for our union. We therefore requested your company to pay to your employees the wage rates and conditions of employment the undersigned union has established in this area through collective-bargaining agreements with employers in this industry. We wish it specially understood that this letter is not a request for union recognition, nor does it constitute a request or demand that your employees become members of the undersigned union. Your company is not being requested to force or require your employees to join our union.

You are therefore respectfully requested to comply with the contents of this letter and inform us of your decision.

That was on April 19.

On April 26, 1956, two pickets appeared at the warehouse at 1024 Dodge Street, in Omaha, and they carried signs reading:

Ford Storage & Moving Co. refuses to pay union wages and conditions.

I don't think that Mr. Parker, who sent the letter I just read, had ever talked to Mr. Ford.

The CHAIRMAN. In other words, the signs were false?

Mr. MAY. The letter that was addressed to Ford Van & Storage Co. signed by Parker.

A few days after the receipt of that letter, some of the other trucking concerns in Omaha, who had the over-the-road contract, called Ford and made an appointment with him at a restaurant in Omaha, and they told him they wanted him to sign the contract because the union was insisting upon organizing him.

Senator CURTIS. Other carriers did that?

Mr. MAY. Carriers, yes. And they weren't going to be able to do business with them unless he did.

They tried to tell him that he would get a lot more business if he went along, because if he didn't go along he wouldn't be able to deliver merchandise to or get merchandise from them.

He say, "What if I don't do it?" And in that meeting was one Mickey Krupinsky.

Mr. Krupinsky is on the negotiating committee for the Central Drivers Union. I think there are 11 States in that area, and they have a negotiating committee which negotiates the contracts with the international union. He said, "What if I don't go along with you fellows?"

And Mickey said, "Well, when the union puts a picket line out and our men can't cross a picket line, and if we do it the union calls a strike on us—"

I said, "We don't have a union contract."

"Well," he said, "if you cut off Clark Bros., and if I knew just how much tonnage you give Clark Bros., it may help some, and then I can call Hoffa and try to get him to go along."

He did furnish that information to Mr. Krupinsky.

Then nothing happened until about a month later when Parker called him up on the telephone. I don't think he ever had any conversation with Parker.

Parker said, "What are you going to do about that contract?"

And he said, "Nothing."

From that time on the trouble started. As I recall, none of his men belonged to the union. He conferred with them. None of them wanted to belong to the union. They weren't interested. They had some men besides these pickets across the street in a bar who would waylay the workmen on their way home and try to get them to say that they would join the union, but they weren't interested.

Then the boycott really started. These pickets were there 1 year, from May 26, 1956, until May 26, 1957.

There was very little violence there. There was one instance where a rock was thrown at Mr. Ford's son. There was another instance where a trailer, which was attached to one of Ford's tractors, I think it was a Clark Bros. trailer, was burned in the rear parking lot of the Ford area.

Even the railroads would not deliver freight to Ford. The engineers would not bring the cars into the docks. They would bring the cars as far as the picket line and then they would get off and the railroad company would have some supervisory official bring the cars in.

We took the matter up with both the Missouri Pacific and the Union Pacific Railroad, and they came back and said under the rules of the Interstate Commerce Commission, rules which they had compiled, there was this wording:

Nothing in this tariff shall require the carrier to perform pickup or delivery service at any location, from or to which it is impractical through no fault or neglect of the carrier, to operate vehicles because of any riot, strike, picketing, or other labor disturbance.

And, therefore, that provision in the railroad tariffs relieved them from the obligation of delivering or receiving merchandise from someone on strike. Of course, Ford was not on strike. There was no strike at his place of business. There was no labor trouble between him and his employees. There were merely some pickets who had some signs on, walking up and down in front of his place.

(At this point Senator McClellan withdrew from the hearing room.)

Senator CURTIS. Were those pickets employees of Ford?

Mr. MAY. They were not employees of Ford, and so far as we could learn, they didn't live in Omaha. They were imported pickets.

Senator CURTIS. Am I also correct that this points up another legal problem in the way of a need for corrective legislation? Employees of the railroad are not employees under the National Labor Relations Act; is that true?

Mr. MAY. That is true.

Senator CURTIS. Therefore, it is not a violation of law to apply pressure on railroad employees to get them to cease doing business with somebody else?

Mr. MAY. No; but they excuse it on the ground or the rule which I have just read, and which I immediately took up with the Interstate Commerce Commission, and inquired as to how that rule got into the tariff.

They said that the procedure was that the companies themselves promulgate the rule. The rule is sent to the Interstate Commerce Commission and it is published in the Register, the Federal Register, and if there are no objections over a period of time, I think he said 20 days, then it becomes a part of the tariff. I inquired of them, and I said, "How does it come that the Interstate Commerce Commission would permit such a rule to get into their tariff?"

And they said, "Well, they automatically become a part of the rules unless some objection was made." Therefore, they were unable, or couldn't do anything about it.

Now, to show you how some of the—

Senator ERVIN. I thought the Interstate Commerce Commission was empowered to regulate the railroads. It seems that the railroads regulate the Interstate Commerce Commission in their interpretation unless some third person, stirred up by something he reads in the Federal Register, protests.

Mr. MAY. Senator, I will not comment on that. But immediately the boycott started. I want to mention some of the names of the firms that we corresponded with or had dealings with who started this boycott and continued this boycott on Ford Bros.

There was the Union Freightways; Red Ball Transfer Co.; Trucker Transportation, Inc.; Des Moines Transportation Co., Inc.; McMaken Transportation Co., Inc.; Buckingham Transportation Co., Inc.; Bos Truck Lines; Brady Motor Freight; Highway Motor Freight; Iowa-Nebraska Transportation Co.; Interstate Motor Lines; Moss Truck Line; Navajo Freight Lines; Peterson and Peterson; Rock Island Motor Transit Co.; Ross Transfer Co.; Trans-American Freight Lines; Watson Bros.; West Nebraska Express; Wilson Truck System. And there were others.

Senator ERVIN. The Ford Co. ran a warehouse business in addition to transporting?

Mr. MAY. Yes. They have two warehouses in Omaha and one in Council Bluffs, Iowa.

Senator ERVIN. Up to this time they had contracts for warehousing various commodities?

Mr. MAY. That is right.

Senator ERVIN. Did they lose some of that business?

Mr. MAY. They lost a great deal of business through this boycott. It would take this form: For instance, they store coffee. A truck



comes in here with a load of coffee to be stored in their warehouse and then parceled out among the coffee customers.

(At this point Senator McClellan returned to the hearing room.)

Mr. MAY. The coffee company would send a truck up here, and they couldn't deliver it.

The truck company that brought it up here would say they could not deliver to Ford. They might inquire why, and they would say, "Because you are on strike."

Ford would say, "We are not on strike. We have no labor difficulties. Our men are not on strike."

"Well, anyhow, we can't deliver it there, and so we advised them to take it on up to Sioux City and put it in there. We may have to have some coffee there."

Or at other times they would take the merchandise down to some other concern who had a union contract, and then Ford would go down to that concern and pick it up.

They found a few fellows who would work in that manner. In many instances where merchandise would come into Omaha consigned to Ford, Ford would not even be notified that the merchandise was there. In one particular instance which I would like to give a little chronology of, it was with reference to Merchants Motor Freight, Inc., in Omaha. They had received a large shipment of 141 cartons of millwork, and it had been in their warehouse 2 or 3 weeks consigned to Ford Bros. Van Storage Co.

They had not notified Ford that the shipment had arrived, and it was only when the owner of the shipment inquired as to why it was not being moved out to the Safeway Stores where it was to be installed they began to inquire around and found that the Merchants Motor Freight had these cartons of millwork. They went out to get them, and they refused to give them to them.

So Mr. Ford came up to our office and the bills of lading were made out to them and they were consignees, and I said, "You have a right to that merchandise. Of course, we can replevin that merchandise for you and I think that is probably what the unions want. But I think maybe I can get that merchandise for you without replevining it. You take your truck down there tomorrow morning and come by my office with the car and pick me up and I will go out there with you and bring the bills of lading along."

We went out there and we backed the truck up. In the meantime I had informed the police department they had better send a policeman out there because you couldn't tell what might happen. We presented the bills of lading and this was on June 22, 1956, to the manager of the Merchants Motor Freight Co., and demanded the goods.

He said, "I am very sorry, I can't deliver the goods to you and I can't let you have them."

I said, "Why not? The merchandise is consigned to Ford, and we are entitled to it and it is our merchandise and we have the bills of lading and we are willing to sign a receipt for it, and under the law, the Interstate Commerce Act, you are required to deliver merchandise to any person who it is consigned to."

"Well," he said, "anyhow I can't let you have the goods, and you can't take it." I said, "I am going to go out and get it. There is only one way you can stop me, by force, but it is my merchandise and I am

going to get it. If you want to come out and check it off with me, okay, and if you don't I will check it myself."

So we went out into the warehouse and we started to load the merchandise and we got about 20 cartons on the truck, I think, when the manager came tearing out and he said, "I have called their office in Minneapolis, and they tell me that you are to unload what you have on the truck and under no circumstances can you have the merchandise."

He said, "I have been ordered not to let you have it," and I said "Who from, the union?" And he said, "Well, we have to get along with them."

Those were the very words he used. So we continued to load the merchandise, and then a little later Mr. Bud Welshon said he was the terminal superintendent and I think also the union steward, a very large fellow came up in a menacing way and say, "You can't take that merchandise and get it off the truck and back into the warehouse." I said, "Mister, that merchandise is ours and the only way you are going to stop it is by force, and if you want to start something, start something."

We took the merchandise and we went. That is one sample, and that isn't the only time it happened, and it happened one time with the Clark Bros., and they had some 30 or 40 transformers. That is contained in my statement which is in this set. They had about 135 transformers out at the Independent Truckers, Inc. Those transformers had been there 2 or 3 weeks and it was consigned to Clark Bros. They took those transformers up and put them in their warehouse at Norfolk, and it is consigned to them, and then if the power company wants them they distribute those transformers wherever they want them.

Mr. Clark went out several times and tried to get these transformers, and he was told by Mr. Johnson, whom I understand is one of the witnesses to appear here shortly, that he couldn't deliver them to him because the union wouldn't let him and they would strike every terminal he had and every place he had if he delivered that merchandise to him, and he just couldn't do it.

So he came up to the office, and I said, "Well now, tomorrow, you get your truck, and don't let him know you are coming, you pick me up and bring the bills of lading and we will go up there. In the meantime I will notify the police department to have a cruiser car around there, and we will go in and see what we can do."

So we went in, and I presented the bills of lading to Mr. Johnson, and he said, "I am sorry, but I can't let you have that merchandise." And I said, "Why not?" And he said, "Well, the union will strike every place I have. They have told me so, and I am not to give or take any stuff from Clark at all," and he said, "I can't let you have it."

"Well," I said, "I am going out and take it and it is our merchandise, and the only way you are going to stop me is by force, and do you want to do that, Howard?" And he said, "No, I don't. I want to deliver the merchandise to you and I want to comply with the law, but I am just powerless." And I said, "Who is running your business?" And he said, "You know who is running it, the union, and not me." I said, "Well, I am going out and get it. Do you want to check it?" And he said, "No, I don't even dare to do that."

We started for the warehouse, and we have Mr. Clark there, and I think two drivers on the truck, a large transport truck, and we got as far as the door and he said, "wait a minute, I had better call Mickey." Mickey is Mickey Krupinski, the gentleman I talked about, who was at that time the manager of the Union Freightways, and a member of the negotiating committee.

I could only hear one part of the conversation, of course, and I heard him talking to Mickey, and finally he hung up the phone and said, "Mickey said I can't let you have them."

He said, "They will strike us all over the country if I let you have that merchandise, and I can't do it." I said, "I don't care what Mickey says. He can run his business; we will try and run ours."

So we got ten or twelve steps farther and he said, "Wait a minute, let me call Parker." Parker is the secretary-treasurer of the local 554, and he called Parker on the phone, and told him that I was there with the bills of lading and I was demanding this merchandise, and he wanted to know what to do about it. I couldn't hear what Parker said, but after he hung up he said, "Parker says I can't let you have it."

I said, "Well, Howard, I am going to take it anyhow and the only way you are going to stop it is by force." We went on and we started loading the transformers on the truck.

Well, they weighed 300 to 750 pounds and were stacked 2 deep and we had to get one of these hoisters to unload them and one of the truckdrivers worked around and found out how it operated. We got three or four of them off the top pile, when somebody from the office went by and said, "Look out for that hoist, they are coming over here and get it and take it away from you."

I think I made some remark, "Let them come ahead and they had better not." And I had a club there beside where we were working. Shortly after that, after Mr. Johnson had sold his business, we had a like experience with the new management on a shipment of oil.

That is an entirely different pattern than you have heard from. The other part of the pattern is where that merchandise would come in consigned to customers and routed to Ford Bros. The carriers would hold that merchandise in their warehouses and they would write a letter to the consignor stating that Ford Bros. were on strike and asking for disposition of the merchandise.

We wrote to a great many of those concerns telling them that Ford was not on strike and there was no reason at all why our merchandise shouldn't have been delivered to us. I have one case here that I think might be interesting, to show a little different pattern.

Senator CURTIS. You mean that one competitor would write concerning another competitor, and state that he was on strike when he was not on strike?

Mr. MAY. Yes, I am saying that that is true, and I have two or three samples of those letters in this brochure. In other words, it is a form letter that the shipper sends out to the consignor, in which he says, "We have received the following merchandise, but we are unable to deliver it because Ford Bros. is on strike," and that is down below, or "having labor trouble," without even notice to Ford Bros. that they had ever received the merchandise.

Senator ERVIN. As a matter of fact, Mr. May, these shippers who agree to the hot-cargo contract with the Teamsters are put in a posi-



tion where the Teamsters employed them as agents of the Teamsters to accomplish their will, are they not?

Mr. MAY. That is right.

Senator ERVIN. And here in this first case that you illustrated, the Teamsters in effect compelled some of these carriers that were bound by the hot-cargo contract of the Teamsters to act as sort of ambassadors or agents of the Teamsters to try to coerce another carrier into acceding to the Teamsters' demands?

Mr. MAY. I would like to comment on that a little later when we talk about the Taft-Hartley law, because I think that that is very pertinent with reference to that act.

This was a shipment from Alan Randal Co., to California, where they had sent some merchandise consigned to Ford Bros. warehouse. They had not received it. So Alan Randal was inquiring of the Ford Co. why they hadn't received the merchandise, and they said they had not, and they wrote back, and said we shipped it to you via Bos Lines.

Alan Randal then wrote to the Bos Lines about why they did not deliver their merchandise consigned to Ford Bros., and this is a copy of the letter which they sent back dated January 30, 1957.

We are also in possession of the full facts surrounding our files on the subject overage Ford Bros. Van & Storage Co., 1024 Dodge Street, Omaha, Nebr.

This carton, as you are aware, constitutes the entire shipment of August 24, 1956, originating via Pacific & Atlantic Shippers, freight forwarders, transferred to our lines at Chicago, Ill., August 30, 1956, forwarded out of Chicago on Bos Truck Lines pro DM 38189 direct to Omaha, Nebr.

Prior to the arrival of this shipment, and to the present date, the consignee, the Ford Bros. Van & Storage of Omaha, Nebr., were and are being boycotted by the local Teamsters Union No. 554, which have ordered all members not to do business with this party, consequently were unable to effect delivery or allow that firm to come to our docks to even pick this merchandise up.

This places us in a very bad position, as you might imagine. However, we cannot find where the terminal issued a written notice to your offices, so must admit to an error of omission rather than commission.

The Ford Bros., completely ignoring our position, that in forcing the issue, and doing other than returning the merchandise in question, to the shipper from whence it came, we would be threatened with a complete companywide shut-down of our facilities by the Teamsters Union, and filed a claim against us in the amount of \$104.

This is the present situation as it now stands, until such time as the boycott against the consignee, not us or any carrier will be permitted to effect delivery until it is lifted by the Teamsters.

We would appreciate hearing from you regarding this matter. Any comments or instructions will be greatly appreciated.

That is another method of boycott, and you will find in this brochure a number of other instances of like kind, and our correspondence with a great number of people with reference to these instances.

Suffice it to say that personally I have made calls to a great number of these shippers who are refusing to deliver merchandise and the only answer I ever got from any of them was, "We can't do it because the union is insisting that if we do they will strike us."

(Members of the select committee present at this point in the proceedings were Senators McClellan, Ervin, Goldwater, and Curtis.)

Mr. MAY. Of course, all or a great number of them have told me about the letters that they have gotten from Mr. Bridge.

Of course, they base their conception of those letters upon the fact that since they had the hot cargo clause, all they were trying to do was to tell the companies who had signed the hot cargo clause to comply with their contract.

There has been a lot of talk about the Coffey and Clark cases, and I say there is complete chronology with the dates in the record. The pickets were taken off of Ford Bros. just about a year after they were put on, and I think that one of the reasons they were taken off was because of the effect of the first few meetings that this committee had. It was shortly after this committee started acting that the pickets were taken off.

(At this point Senator McClellan withdrew from the hearing room.)

Mr. MAY. I don't mean to say that the boycott is completely off, because a lot of these firms, people who stored merchandise with this company, the heat has been put upon them not to do business with Ford and some of them have withdrawn their contracts and stored their merchandise other places because they don't want to get into this kind of trouble that they are in.

If the committee will permit me, I would like to say a few words about legislative recommendations that I think might clear up some of this situation.

In the first place, take the Taft-Hartley law. One of these troubles, I think, revolves around that provision of the Taft-Hartley law of 1947 which makes it an unfair labor practice and illegal to engaged in or to induce or encourage employees of an employer to engage in a strike or concerted refusal in the course of their employment, to use, manufacture, process, transport, or otherwise handle, work on any goods, articles, materials or commodities, or perform any service where an object thereof is (a) forcing, requiring an employer or self-employed person to join any labor or employer organization or any employer or other person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer or manufacturer or to cease doing business with any other person.

After that law was passed, the union said, "Well, now, that doesn't cover employer. It merely makes it an unfair practice for us to coerce or induce employees."

So they started this tactic of inducing and coercing employers not to accept or to give merchandise, and in that way evade the provisions of the Taft-Hartley law.

I think that that section certainly ought to be amended to prevent coercion against employers as well as employees.

Senator GOLDWATER. How would you do that, by merely inserting the word "employer"?

Mr. MAY. I think that may be done very simply by briefly changing that paragraph.

Senator CURTIS. I might say that that is one of the principal proposals in the secondary boycott bill that I have introduced.

Mr. MAY. I think that is right.

There is another thing about the Taft-Hartley law, and it has been before your committee in the last day or so, and that is the inadequacy of the procedure before the Labor Board.

The Labor Board is the only one that can bring an injunction. The process is that if you file an unfair labor practice, they first send out an investigator who makes an investigation, and that may be 30 days or 60 days after you have filed your application. Then he determines whether or not you do sufficient business so that you may be said to be engaged in interstate commerce, which is now broadened out to where nobody knows what it is.

If he finds that the Board has jurisdiction, then the next step is to send out an attorney to bring an injunction proceeding in the Federal court. The Labor Board is the only one that can bring that proceeding.

Senator ERVIN. In other words, we have an act from the Congress, the effect of which is to prevent a man from protecting his own legal rights, notwithstanding the fact that we have a Constitution that says that the Federal Government shall, in effect, not deny any man due process of law.

Mr. MAY. Senator, we attorneys that went to school and practiced law—it seems like the Supreme Court has repealed a lot that we have known in the last 30 years.

Senator ERVIN. They certainly have reversed about everything that I was taught and everything that I read in the decisions until lately.

Mr. MAY. Well, anyhow, Senator, after the attorney comes out and applies for a temporary injunction, if he can sustain the facts the Federal court will issue a temporary injunction. After that temporary injunction, then they send out a trial examiner and go through a semitrial before the trial examiner. He makes his report to the National Labor Relations Board, and if they sustain him, then there is an appeal, of course, to the circuit court of appeals. But if they sustain him, the injunction is dissolved.

Usually if you get that far into the proceeding, the union will want to make a deal with you, saying, "We will stipulate that we wouldn't do this," or "We wouldn't do that." But by the time you get through, 2 or 3 years have elapsed, and your man is out of business, he is broke.

In the Coffey and Clark cases, they are still pending. There has been no decision on the unfair labor matters, except the proposition of the election which has been before you. There the Labor Board does have a rule that if the union files an unfair labor practice action against the employer, they will not have an election until the issues in the unfair labor practice action have been resolved.

That might account for the delay in that election procedure.

Senator CURTIS. Is that a rule or a statutory requirement?

Mr. MAY. No; I think that is a rule of the Board itself.

Those are two ways in which the act ought to be amended.

Then I still think there is another way. There is this area of "no man's land," as we call it. The Board has had a rule—I think they have liberalized that a little bit—that they would not accept jurisdiction in a case in which the company doesn't do, say \$100,000 worth of business in the interstate commerce.

Then the Supreme Court has said that the States have no jurisdiction in those cases involving interstate commerce, even those States having right-to-work laws, because Congress has preempted the field in interstate commerce.

So we have an area in small business where a man has no relief at all. He can't get into courts or anything.

We have another difficulty, and that is——

Senator ERVIN. In other words, the court holds in that area that the Taft-Hartley law confers exclusive jurisdiction upon the National Labor Relations Board and the National Labor Relations Board declines to exercise the jurisdiction in certain cases.

Mr. MAY. Well, in 1951, the Congress amended the Railway Labor Act and took out the non-closed-shop provision and allowed the closed



shop in the railroad industry, and in *Hanson v. The Union Pacific Railway* the Supreme Court said that the contract which provided for a closed shop in the railway industry, and by the way, required the companies to discharge anybody within 30 days after they signed the contract, was constitutional, and was not the deprivation of a civil right of the employee.

Of course, thousands of employees lost their jobs by reason of that situation.

Then we have the cases following that, where the court has said that even in those cases where the State has a right-to-work law, even though the Labor Board will not take jurisdiction, the State courts cannot take jurisdiction because it is a field that has been preempted.

Those are three fields in which the National Labor Relations Act could be amended, and I think it would do a great deal of good.

Senator GOLDWATER. Mr. May, in the Kennedy-Ives bill, which failed passage in the last Congress, the attempt made in the direction of solving the "no man's land" was to expand the NLRB by giving it more money. Do you think that that is the solution or will we find the solution in allowing the State courts to handle those matters?

Mr. MAY. These matters out in States like Nebraska are local matters. One of our great troubles is this industrywide bargaining which has grown up. Conditions are different. Labor conditions, economic conditions, are different in all parts of the country. There is no reason in the world why we should have this areawide bargaining. The little man has nothing to say. It is like the man from Darling said a moment ago, that they are forced to sign these contracts or else go out of business. There isn't any other solution for them.

That certainly is something that ought to be left to the States, in my opinion.

Senator GOLDWATER. Some of the leaders of labor claim that we would have chaos in the labor-management field if we turn these cases over to local courts. Do you agree with that?

Mr. MAY. I would like to ask you, Senator, what do we have now?

Senator GOLDWATER. Well, let's say we would have more chaos.

Mr. MAY. No, I don't believe that for a minute. We have three or four situations which will require some legislation, and which are difficult. One of them is, you will remember, that unions are voluntary organizations, they claim to be.

Senator GOLDWATER. What was that?

Mr. MAY. Unions are voluntary organizations.

Senator GOLDWATER. You don't believe that, do you?

Mr. MAY. Well, I am saying what they claim.

Senator GOLDWATER. All right.

Mr. MAY. But you will find in the constitutions, if you will read the constitutions of almost any labor union, that if you are a member of the union and you have a grievance against the union, you are required to exhaust your remedies in the union before you can bring an action in the courts, and the courts in all the States that I know of have upheld that doctrine. If you can't show that you have exhausted your remedies in the union as a grievance against the union, then you can't get into court.

It is well known, I think—I don't think it is a matter of just gossip—that a man who dares in some of these unions to stand up

and assert any grievance is subject to disciplinary action, taking up his card. When you have a closed shop, then his job is gone. He can't even support his family. If under the constitution he wants to protest, he must file a written protest, and that written protest is referred to a committee who can stick it in their pockets, and the only way he can get a hearing on it is by getting enough fellows who believe like he does, to get him into some meeting and require it to be brought up. Then it will be referred to another committee, and they will find against him.

Then what is his remedy? An appeal to the national organization. That is, when they are in convention.

You have had a lot of testimony about how delegates are elected, and you can see how far that fellow would get.

Senator ERVIN. My recollection of some of the evidence in one case where we had one of these trials within a union is that the trial was set for 2:30 a.m. in the morning, and they had the judgment to be rendered at the trial written out in advance.

Mr. MAY. Well, I am not so sure that I don't recall some cases in the higher courts in the same way.

I would like to talk just a moment about this secondary boycott business. I would like to review this. I know you gentlemen all know this, but I would like to review a little history about the secondary boycott.

In the first place, in common law primary boycotts were legal. But with secondary boycotts, most of the courts have held that secondary boycotts are illegal, and there are a number of States that have laws specifically making them illegal. Iowa and South Dakota are two of such States.

(At this point Senator Goldwater withdrew from the hearing room.)

Mr. MAY. They are in the nature of conspiracies in restraint of trade. That is what a secondary boycott is. They were generally held to be governed by the Sherman antitrust law of 1890, although under that act, the actions for conspiracy could only be brought by the Government itself.

Then the Clayton Act came along, and the Clayton Act specifically exempted labor unions from their normal legitimate actions, exempted them from the application of the Sherman Act. That was the Clayton Act.

However, in 1921, the Supreme Court held that the Clayton Act only protected union activity when it was limited to an employer and his own employees.

Then came the Norris-LaGuardia Act, of course, in 1932, which outlawed injunctions against labor unions.

So, as the situation now stands, the labor unions can do legally what you and I cannot do without violating the law. So it seems to me that the only way that this practice is going to be stopped is that they have to be made amenable to the Sherman antitrust law, just as every other individual. I see no other way to stop this thing.

Let me say this: They talk about the problems of violence and so forth being local problems, that they are problems for the police department and for the Governor of the State to take care of. Well, let me say that you can see the impossibility of any local police or-

ganization being able to cope with such things as you have heard the last few days.

Just recently in Nebraska we had a contractor from Iowa who has a contract to build a bridge in Sarpy County, south of Omaha. They put telephone poles across the road, they blew up with dynamite his derricks, and so forth. They bombed his office in Des Moines. I say "they," but I don't know who it is.

The sheriff of Sarpy County has two deputies. He goes out there, and there is a trailer parked along the road, and at night they shoot out the windows in the cars, and so forth, and he is powerless to prevent that violence.

If this is the thing in which Congress is going to preempt the field, it seems to me that Congress is going to have to police, too. It seems to me to be a question of how far Congress is going to go in taking away the rights of the States in these situations, and have the Federal Government do it.

Senator CURTIS. You are referring to the Jensen Construction Co., are you?

Mr. MAY. Yes.

Senator CURTIS. A brief has been submitted to the Attorney General which makes a strong case for the position that the acts complained of in that Jensen Construction case are a violation of the Hobbs Act. But I don't know that the Department of Justice has made a determination on that. At least, they haven't made an affirmative one.

Mr. MAY. By the time he gets through that procedure, he will be broke, too, though.

I have some other suggested changes.

Senator ERVIN. Some people advocate, as Senator Goldwater stated a while ago, that the National Labor Relations Board and its employees be expanded to such an extent that they can handle all of these matters and thus wipe out the area covered by the so-called no man's land now.

Do you have any idea what the increase in the number of personnel of the National Labor Relations Board is that would be required to do that?

Mr. MAY. Senator, one of the objections that I see to it is that there are not enough areas spelled out in the National Labor Relations Act, and one of the worst things, in my opinion, that the Congress ever did, was to put in the enabling act this phrase, "to promulgate such rules and regulations as will effectuate the purposes of this act."

Well, under that broad wording, any board that is set up has the power to formulate their own rules. They have limited personnel, and I am not criticizing them. They do have limited personnel and they have thousands of cases. They can't just pop out on our case or this man's case and go out there and do it effectively. Under their own rules and under the law as it is set up, that is.

I think it could be simplified a great deal where we could get some prompt action. But the first action, certainly you ought to be allowed to go into a State court and get a temporary injunction until you can determine these other matters.

The Taft-Hartley law does not give you that power. You are just tied up.



Senator ERVIN. I have often thought about it. Not having any information on the points, I often wondered to what extent you would have to expand the personnel of the National Labor Relations Board to require it to take jurisdiction of all of these cases, because under the present interpretation placed upon the interstate commerce laws, it is almost impossible to imagine anybody that is not theoretically, at least, under the act in the case of any kind of a labor dispute.

Mr. MAY. Senator, wouldn't it be quite a simple matter to permit an employer, like these men who have appeared before you, to initially go into the Federal court and get a temporary restraining order until the Board can act? That seems to me to be a very simple and elemental proposition. Then you would place things in status quo.

Here you had testimony a few minutes ago about two men who are under citations of contempt in the Federal court for violating an injunction or a cease and desist order of the National Labor Relations Board. It has been 2 years and nothing has been done about it.

Senator ERVIN. In other words, your position is that if the law is amended to allow the person whose business or situation was threatened by some proposed action to go into court, either Federal or State, and get a temporary injunction to maintain the status quo until an inquiry could be made with the National Labor Relations Board, that that would prevent injuries of the type we have seen here, even in cases where the man ultimately won a victory but his victory was a barren victory because he was bankrupt before he got that.

Mr. MAY. Exactly. I think that is a simple proposition and not too much to ask.

Senator ERVIN (presiding). Mr. May, we want to thank you for appearing before the committee and giving us the benefit of your observations and these factual incidents as well as giving us your recommendations as to what you think should be done in the matter of legislation. We have a serious problem here.

Mr. MAY. I am sure you have.

Senator ERVIN. I think everybody is more astounded by the seriousness of it as these hearings progress.

We certainly appreciate your suggestions.

Mr. MAY. It has been a privilege.

Senator ERVIN. The committee will stand in recess until tomorrow morning at 10 o'clock.

(Members of the select committee present at the taking of the recess were Senators Ervin and Curtis.)

(Thereupon, at 5 p.m., the hearing recessed, to reconvene at 10 a.m., Thursday, November 20, 1958.)



# INVESTIGATION OF IMPROPER ACTIVITIES IN THE LABOR OR MANAGEMENT FIELD

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THURSDAY, NOVEMBER 20, 1958

U.S. SENATE,  
SELECT COMMITTEE ON IMPROPER ACTIVITIES  
IN THE LABOR OR MANAGEMENT FIELD,  
*Washington, D.C.*

The select committee met at 10 a.m., pursuant to Senate Resolution 221, agreed to January 29, 1958, in the caucus room, Senate Office Building, Senator Sam J. Ervin, Jr., presiding.

Present: Senator Sam J. Ervin, Jr., Democrat, North Carolina; Senator Barry Goldwater, Republican, Arizona; and Senator Carl T. Curtis, Republican, Nebraska.

Also present: Robert F. Kennedy, chief counsel; Jerome Adlerman, chief assistant counsel; Paul Kamerick, assistant counsel; John J. McGovern, assistant counsel; and Ruth Y. Watt, chief clerk.

Senator ERVIN (presiding). The committee will come to order.

(Members of the select committee present at the convening of the session were Senators Ervin, Goldwater, and Curtis.)

Mr. KENNEDY. Mr. Chairman, the committee decided yesterday to request the Chairman of the National Labor Relations Board to appear before the committee to discuss these cases. The chairman of the NLRB is now present. We have asked Mr. Leedom to come and to bring members of his staff to assist in discussing the case.

Senator ERVIN. The committee is glad to have you, Mr. Leedom, and members of your staff present. We will be glad to have you give us any information in your own way about this matter.

Would you be sworn, please?

You do solemnly swear that the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. LEEDOM. I do.

Mr. CONSTANTINE. I do.

Mr. KLEILER. I do.

## TESTIMONY OF BOYD LEEDOM AND FRANK M. KLEILER, AND TESTIMONY OF JAMES V. CONSTANTINE—Resumed

Mr. LEEDOM. May it please the committee, I believe I understand from the word Senator McClellan gave me—

Senator ERVIN. Suppose you identify yourself for the record, giving your name, occupation, and address.

Mr. LEEDOM. I am Boyd Leedom, the Chairman of the National Labor Relations Board. I was on the Board and was Chairman of



the Board at the time that the decision was handed down which is now under inquiry.

I believe I know from the word I had from Senator McClellan yesterday what it is the committee would like to know from the Labor Board.

Very briefly, I understand that the testimony developed yesterday indicated that the Board failed to order an election within time enough to prevent an employer who was under boycott action from a union, to keep from going broke.

Senator ERVIN. It wasn't so much the ordering of the election, as the evidence was to the effect that in January they had this representation election in which seven votes were cast, and that no decision was made about the votes, or the votes apparently not counted, officially, at least, until April.

Mr. LEEDOM. I would like at the outset to say, of course, that the fact that there were seven votes didn't have anything at all to do with this. This makes sort of good newspaper copy, that the Labor Board failed to count seven votes in 3 months. But this case is simply typical of the thing that the Labor Board continually contends with.

In this case, I think it is fair to say that the union was taking advantage of all the rules of due process that we have set up to prevent an early decision, because I think in their minds it was to their advantage to delay the case as long as they could. I am speaking very frankly about this.

I would also like to say that such tactics are not exclusively tactics of unions. Companies do the very same thing when it serves their purpose.

The Labor Board in this instance was caught in the squeeze between speedy action and due process. Really, the reason that this case was 3 months in getting these seven votes counted is because two separate courts enjoined us while we were in the process of holding this election and declaring the results.

Senator CURTIS. May I inquire right there? Did they enjoin you from holding the election?

Mr. LEEDOM. Pardon me.

The Nebraska district judge enjoined us from taking any further action after the election was held. That is, we could do nothing. We could not count votes, we could not open the ballot boxes. We could not rule on challenges that were made to certain voters.

Senator CURTIS. I stated yesterday that the problem may be with the law. I do not want to be unfair to anyone. So in the spirit of going to the heart of the problem, so that things like this never, never happen again, we are glad you people are here.

The thing that happened is that the Teamsters Union went to Mr. Coffey, accompanied by one of their most famous goons, Barney Baker. He is a great big fellow that weighs sometimes 380 pounds. Other officers threw down a contract and said, "Sign this."

From the very first moment, he said, "Let's hold an election," Mr. Coffey did. These goons wouldn't do it.

On September 26, he filed an application for an NLRB election. There were only 22 drivers involved. By the time 6 months went by before the election was announced, Mr. Coffey is wiped out of business.

He received for his physical assets and his franchise one-third of what he had previously been offered, in approximate figures. His future earnings are gone, with all of his losses then.

I am not concerned about the regulations. They were made by the NLRB and that is their responsibility.

But he made this application on September 26. It was evident that it was a small company. It wasn't a case of asking for an election in a plant where 5,000 or 30,000 people worked, where the physical job of holding an election amounted to something.

Under the statute, how soon could the election have been held?

Mr. LEEDOM. The statute doesn't fix a definite time. There are interminable times involved.

Senator CURTIS. Aren't there any maximums or minimums?

Mr. LEEDOM. There are certain minimum time limits which we must allow for certain purposes. There must be a notice of a hearing. The hearing is held.

Senator CURTIS. How long must that notice take?

Mr. LEEDOM. There is no definite time. Pardon me just a moment. Let me ask one of these staff men.

(Witnesses conferred.)

Mr. LEEDOM. There is no time limit as to the holding of the hearing. It involves some investigation, setting up all that is necessary to conduct the election, setting up the arrangements. Then the hearing is held.

In the first place, of course, there is a provision in the statute that if the company and union will agree, they can hold a consent election. But when you have an obstreperous party on either side, they do not accept.

Senator CURTIS. They had openly charged that they would delay this until they broke him, and they did it.

Mr. LEEDOM. Yes?

Senator CURTIS. What I want to know is how soon after he made his application on September 26 could you, under the statute, have held an election?

Mr. LEEDOM. After the hearing is held there would be a 30-day minimum notice of the election.

Senator CURTIS. Is that required by statute?

Mr. LEEDOM. No; that is required by our regulations.

Senator CURTIS. How long a time would have to elapse between his application and the hearing?

Mr. LEEDOM. There is no set time in the statute or in our regulations for that.

Senator CURTIS. If a small businessman like this would have stated at the hearing that he had been threatened that they would delay this and drive him out of business, would that testimony have been admissible under your rules?

Mr. LEEDOM. I think so. I think it would be admissible.

Senator CURTIS. You see, this didn't take the union by surprise. They were the ones that started the controversy. They apparently were prepared, because they have a whole array of men and attorneys. They came in and they were ready.

Would it have been possible to have that hearing within 10 days after the application?

Mr. LEEDOM. Yes, that would be a possibility.

Senator CURTIS. Would it have been possible to hold an election 10 days thereafter?

Mr. LEEDOM. No.

Senator CURTIS. Why?

Mr. LEEDOM. Because our regulations require——

(Witnesses conferred.)

Senator CURTIS. Your regulations require what?

Mr. LEEDOM. After a hearing, our regulations permit the parties to file briefs on the issues that were developed at the hearing. After the briefs are filed we enter an order, a decision really, determining the issues and setting a date for the election which, under our own regulations, is to be held not later than 30 days. The time involved for filing briefs, the maximum allowable time——

Senator CURTIS. Is that before or after the hearing?

Mr. LEEDOM. This is after the hearing. Let's see, you are dealing with minimums. Of course, we deal with maximums. We allow so many days in which to file briefs.

What is that period?

Senator CURTIS. Your members of the staff can make answers any time they wish.

Senator ERVIN. Would you gentlemen please identify yourselves for the record by giving your name, occupation, and residence.

Mr. KLEILER. I am Frank Kleiler, executive secretary, National Labor Relations Board.

On the question of these minimum periods, you want to bear in mind that the Board lacks any authority to direct——

Senator ERVIN. How do you spell your last name?

Mr. KLEILER. K-l-e-i-l-e-r.

Senator ERVIN. Suppose you identify yourself for the record, please.

Mr. CONSTANTINE. James V. Constantine, Solicitor.

Senator ERVIN. I thank you for sending me the information about where I can get some articles on Taft-Hartley.

Mr. CONSTANTINE. I am glad I could help a little bit.

Senator ERVIN. Thank you.

Mr. KLEILER. I was simply wanting to put this thing in this context: So far as the statute is concerned, the Board lacks any authority to direct an election except upon the record made at a formal public hearing. By consent of the parties, and in any case where the parties waive their rights, an election can be held almost as soon as they agree upon it, allowing for proper notification to the employees of the time and place.

Senator CURTIS. Of course, here you had the announced plan of one of the richest and most powerful vested interests in the country, the International Brotherhood of Teamsters, against a little businessman employing 22 people. They announced that they were going to delay until they drove him out of business, which they did.

He demanded an election the first day they walked in there, into the office. He made an application for an election on September 26. He went out of business on March 1. The results of the election were announced some time in April.

Mr. KAMERICK. April 3.

Senator CURTIS. April 3.



I am not interested in embarrassing you men, but I want to know whether or not we have to change the law to prevent these things from happening.

May I ask this question: Do you have any provisions in your regulations for disposing of little simple elections involving a small number of employees, for speeding it up, as contrasted to a large number of people involved where the issues are complicated and where the physical problems of getting voting equipment and secret booths and so on are involved?

Mr. LEEDOM. No, Senator, there is no way under the law to take care of a small election any differently than a big election, assuming—

Senator CURTIS. Well, you have discretion as to when you can set the times, do you not?

Mr. LEEDOM. We have discretion within the limits of the rules which we have established. We have some discretion. But, of course, the number of employees doesn't necessarily indicate the complication of the issues. But I think there are defects in the law that might help in a situation such as this. It might not, too.

Senator CURTIS. Here is the thing that was complicated. They had to determine whether or not they did \$100,000 worth of business in interstate commerce. That has to be determined before they order an election. That was simple. Either Coffey's books would reveal that or they wouldn't. What are the other issues?

Mr. LEEDOM. The issues in this case over which they made the most were unit questions at the hearing, the question as to whether Mr. Coffey's full outfit of some 22 employees, or whether or not one terminal or two terminals—

Senator ERVIN. In other words, the question of the appropriate bargaining agent.

Mr. LEEDOM. That is right.

Senator ERVIN. And that has to be determined before the election?

Mr. LEEDOM. That is right.

Senator ERVIN. Like the question of who is eligible to vote has to be determined before the election.

Mr. LEEDOM. That is right. Those are issues that are developed at a hearing.

Then, strangely enough in this case, when we went to the court for an injunction, they went on a different issue. They went on the question as to whether or not our rule at the Labor Board, as clearly dictated by the statute, that striking voters, permanently replaced are not entitled to vote, they went to the court on the question as to whether or not that was constitutional. That was a very unusual ground for a district court to step in and seek to exercise jurisdiction.

Senator CURTIS. But no court restrained you from proceeding with the election?

Mr. LEEDOM. No; the restraint came after the votes had been cast and before they were counted. The Nebraska court enjoined us from doing anything after the votes were cast.

Senator CURTIS. Ordinarily, how long is it after an election before they count the votes?

Mr. LEEDOM. They count them immediately.

Senator CURTIS. You count them immediately?

Mr. LEEDOM. Yes.

Senator CURTIS. I can recite a lot of steps here, but he filed for an election on September 26; they force him out of business on March 1; the result is announced on April 3, and the Teamsters never got a vote.

Mr. LEEDOM. That is right.

Senator CURTIS. Not one vote. I think this: You are a judicial body, a quasi-judicial body. I don't know of a court in the land where, if they hear a matter that is rather simple, if they make time for any filings anyone wants to make for briefs and so on, that it is not a very short period and you get it over with. And if it does involve a great many people and huge sums, and very controversial determinations, they grant more time.

These were not employees. These were outsiders that butted in.

Mr. LEEDOM. As quickly as we got a change to adjudicate the case, that is what we held.

I would like to say, Senator, in this little lull, that while I am not thoroughly familiar with the details of our record in this case, I have gone over it with men who are here with me who are, and the Labor Board, I say in this case, moved with expedition and dispatch, with due regard to due process.

So the Labor Board was the victim here of circumstances, and I think maybe some defects in the law.

Senator CURTIS. What are those defects?

Mr. LEEDOM. The one thing that might have made a difference in this case and might not is a very controversial thing in industry. It has to do with whether or not there should be a prehearing election in what appears to be a kind of trivial case, or one where there are no real issues.

Senator CURTIS. Does the present law permit a prehearing election?

Mr. LEEDOM. It does not. It is spelled out that it is not. I speak on this reluctantly because this is highly controversial and we are sitting more or less as a court. I think we ought to keep ourselves as free of policy questions as we can. But in this type of case, where you have just a few employees, it seems a little unreasonable that it takes all of this time, and it has to come to Washington for a decision, when you had seven people out there or four people, really, who were going to vote to find out if they wanted a certain union to represent them. It seems a little unreasonable that they couldn't at the outset have indicated their desire and then that might have ended it.

If the votes in a prehearing election were four to nothing, as they turned out to be, maybe nobody would have had the nerve to go ahead and raise all of these issues which turned out to be nothing. I don't know exactly how this divides, but I think, generally speaking, management doesn't want a prehearing election, although you will find some segments of unionism that don't want a prehearing election, but I think that that provision might have helped in this case.

It might not, too, because even though you have a small interest such as we have here, you might have very complicated issues, and the prehearing election is really designed for the case where it is not only small but it seems to be simple issues where somebody is seeking to delay.

Senator CURTIS. I want to go back and get the timetable right.

After a petition for an election is filed, you must order a hearing, and there is no minimum period that you have to wait there, is there?

Mr. LEEDOM. That is right.

Senator CURTIS. That could have been done in 10 days?

Mr. LEEDOM. It could have been. I don't mean to say that it could have been in this case, but it would have been possible in a given case.

Senator CURTIS. Well, this was an emergency. A great and powerful group had jumped on one of our citizens operating a very small business. As Mr. Coffey testified yesterday, he was located in a town of 1,700. The clerks and so on that he employed in his office there were about 16, 17, or 18. It was the biggest employment in town. It was equivalent, populationwise, to the closing of General Motors in Detroit.

The business is gone. They are all out of there. Mr. Coffey has had his future business taken away. They could have the hearing in 10 days. Now, how soon could you have had the election?

Mr. LEEDOM. At such time within the next 30 days after we ordered it that the regional director out on the ground wanted to fix it. That would depend upon circumstances with which he would familiarize himself.

Senator CURTIS. The regional director?

Mr. LEEDOM. The regional director, the regional director of the Labor Board in that area.

Senator CURTIS. He has to fix the time?

Mr. LEEDOM. He fixes the time. He deals with the parties and fixes the time.

Senator CURTIS. He is not the man who holds the hearing?

Mr. LEEDOM. No; he is not.

Senator CURTIS. But someone could have held a hearing. Is that required by statute?

Mr. LEEDOM. The hearing is required by statute.

Senator CURTIS. No. I mean that the regional director has to make the decision.

Mr. LEEDOM. No; that isn't required by statute. That is simply machinery.

Senator CURTIS. That is an odd proceeding. Here a matter comes into court, and an individual holds a hearing, and he orders the parties to do something. The courts would never think of sending it to an appellate or circuit court to enter the order to decide whether they should hold an election. Why do they have that?

Mr. LEEDOM. The man who hears it is on the staff of the regional director, and the regional director is supervising the hearing, so to speak. He doesn't go out himself and hold them. He supervises and his people go out and hold the elections.

Senator CURTIS. But you could have had a hearing in 10 days and you could have had an election within 30 days after that?

Mr. LEEDOM. Yes; barring the complication in this case.

Senator CURTIS. That would have been 40 days. Then you could have counted the votes immediately, couldn't you?

Mr. LEEDOM. Yes; we could have. But we are talking now about a hypothetical case, not this one, because there were certain things developed in this case that stopped us, not only the injunctions, but another circumstance.



Senator CURTIS. But there was no injunction holding up your hearing, your filing of briefs, or holding the election, was there?

Mr. LEEDOM. No. But in this particular case, after we ordered the election—was it after or just as we ordered the election that charges were filed?—after we ordered the election and in the 30 days in which it would have been held, normally, the union filed charges against the company of unfair labor practices.

Senator CURTIS. They were never substantiated, were they?

Mr. LEEDOM. They were not. But we have a rule that while there are charges of unfair labor practices pending, we do not hold an election because—and this is the rationale with which you might agree or might not, depending on the case—while unfair labor practice charges are pending, we do not hold an election because, theoretically, somebody is being coerced, either the company or the employees.

Senator CURTIS. But you state that while there are charges of unfair labor practices pending.

Mr. LEEDOM. That is right.

Senator CURTIS. That is far different than a finding that unfair labor practices are pending. When those charges are filed, why can't a preliminary hearing be determined immediately and a decision made on whether or not there is probable cause that there are unfair labor practices that have to be gone into, or disposed of?

Mr. LEEDOM. That is essentially the way it is. We do investigate those immediately. In this particular case, we got in touch with the Director. He got in touch with us, and we sent the word out, in this case, to investigate this immediately and give us your decision on the unfair labor practices.

Senator CURTIS. Do you remember how long it took to get that done?

Mr. LEEDOM. We can get that. We have that chronology.

(Witnesses conferred.)

Mr. LEEDOM. In this particular case, in this particular case, he was stopped because of the restraining order which the union got just a few days later in the Nebraska court, and that prevented us doing anything.

Senator GOLDWATER. Restraining order against what?

(Witnesses conferred.)

Senator GOLDWATER. Was it a restraining order—

Mr. KENNEDY. I think we should get the dates correct. The election was held on January 24, 1956. What prevented a decision on that election from being announced immediately?

(Witnesses conferred.)

Mr. KENNEDY. It would appear that what happened was that on January 27, 1956, the local requested a review of the regional director's decision relating to the unfair labor practice.

Mr. CONSTANTINE. The previous question, Mr. Kennedy, was how soon did the regional director dispose of the unfair labor practice charges. They were dismissed on January 18. That released the so-called holdup of the election so that it could proceed.

Mr. KENNEDY. But the big question yesterday was the delay from January 24, when the election was held, until April 3, when it was announced. The election was held on January 24, 1956. Why was it delayed until April?

Mr. LEEDOM. How would it be if Mr. Constantine would give you the chronology of events, which we have?

Mr. KENNEDY. Could you just answer the question as to why there was delay?

Mr. CONSTANTINE. There were two injunctions, there were objections to an election and there were challenges.

Mr. KENNEDY. Let's find out what the injunctions were. The injunctions were for what?

Mr. CONSTANTINE. The first injunction was granted on January 26, 1956, by the United States District Court for the District of Nebraska.

Mr. KENNEDY. What was that injunction?

Mr. CONSTANTINE. That restrained the Board from proceeding with anything in the case, which included counting the votes or even taking action on challenges and objections which were filed.

Senator GOLDWATER. What did the court base that on?

Mr. CONSTANTINE. On the unconstitutionality of the provision in the statute, in section 9, which says that economic strikers who have been permanently replaced may not vote. The court found probable cause that that statute was unconstitutional and granted a restraining order.

Senator GOLDWATER. Were there such individuals involved in this protective vote?

Mr. CONSTANTINE. Yes; three.

Senator ERVIN. And one of the——

Mr. CONSTANTINE. Excuse me. Four had been replaced by the employer.

Senator ERVIN. And one of the conditions in equity for the issuance of an injunction is that the complainant make a prima facie showing that he is entitled to win on the merits of the final hearing, is it not?

Mr. CONSTANTINE. He must have made that.

Senator ERVIN. How could he make that hearing when the votes were not counted?

I am not talking about you, but I am talking about the judge.

Mr. CONSTANTINE. Technically, the votes weren't in issue at this point.

Senator ERVIN. The point is this, though: If the votes had been counted, it would have appeared that even if the Constitution had been with the Teamsters, that the Teamsters could not possibly have won at the final hearing on the merits, could they?

Mr. CONSTANTINE. That is true, but the votes under our rules, Senator, can't be counted when there are any challenges. What happens then is ballots which are challenged are placed into separate envelopes with the voter's name over it so they can be identified.

Senator GOLDWATER. When were they challenged?

Mr. CONSTANTINE. Immediately after the election.

Senator ERVIN. What kind of an injunction was it? Was this a restraining order?

Mr. CONSTANTINE. Yes.

Senator ERVIN. Was there any notice to show cause, or an opportunity to be heard?

Mr. CONSTANTINE. Yes, there was a notice to show cause afterward, but it was ex parte in the beginning.

Mr. LEEDOM. The restraining order was entered without the Labor Board being notified.

Senator ERVIN. There is no excuse for that kind of restraining order to be issued by any court.

Mr. CONSTANTINE. That is something you should take up with the court.

Senator ERVIN. Yes. I held the office of superior court judge in North Carolina for several years, and I was very frequently applied to for issuing a restraining order.

Really, a judge should never issue a restraining order that would tie up a matter of this kind for more than—well, the people used to apply to me for them and I would say “I will give you a temporary restraining order good for 3 days, and at the end of the 3 days, you come here with your evidence and show it to me.”

I kept many things from being tied up. An injunction is a powerful writ that is designed to prevent a party from suffering irreparable injury.

But it appears here that an injunction was used where the effect of it was to cause irreparable injury. That is not the fault of the National Labor Relations Board. That is the fault of the court. I know a lot of judges are very careless about signing orders. I realize they are busy men. But if they will adopt a policy to issue a temporary restraining order for about 3 days, with a notice to show cause at the end of that 3 days, to bring in the evidence and hear it, they would put an end to a lot of this.

Also, if some district attorneys will prosecute some people that are making false allegations in their applications for injunctions.

Mr. CONSTANTINE. I might add that this was an unusual injunction in another respect, Senator. The court didn't have jurisdiction over the Board out in Nebraska, and I think the judge and the parties, or the petitioner, realized that, because a couple of weeks later there was a motion to dismiss and the court granted that.

Senator ERVIN. I realize, of course, that the National Labor Relations Board, like anybody that has an injunction issued against them, have to abide by the injunction. Whether they think it is wise or not, they have no alternative. That is, up to the point where they have an opportunity to move for dissolution.

Senator GOLDWATER. What do you find the attitude of the courts generally to be relative to the Taft-Hartley provisions?

Mr. LEEDOM. We are experiencing now, I think, more than any time within my experience, and some of the oldtimers with the National Labor Relations Board say more than in their experience, a tendency of the U.S. district courts to move into the area where we think we have exclusive jurisdiction, so that in recent months we have had several district courts interfering with our election processes. I perhaps should not say “interfering,” but we treat it as an interference. We think that the law is quite clear that in this area, a district court does not have jurisdiction.

That is a matter, of course, that is in the court system now for determination.

Senator GOLDWATER. Would you mind telling us what general areas of the country you have found this to be true?

Mr. LEEDOM. Let me see.

(Witnesses conferred.)

Mr. LEEDOM. Mr. Constantine points up the fact that the thing is happening mostly in the District of Columbia, because that is where



there is no question about the litigants having jurisdiction over the Labor Board.

There are other areas, but I think you can't pin it on any particular area, Senator. It is rather widespread. There is not a lot of it, but it is in remote parts.

Senator GOLDWATER. Then would I be safe in assuming that some of your problems, if not a considerable part of them, stem from a new attitude of the Federal courts relative to your position and relative to the Taft-Hartley?

Mr. LEEDOM. That is right.

Senator GOLDWATER. Mr. Chairman, I wanted him to say that because I have heard that generally throughout the country. If it is true, I think we have come to a pretty bad situation in this country when judges whose appointments can mean control then inject themselves into the matters relative to labor-management relations and the Taft-Hartley Act, and the activities of the National Labor Relations Board. I think it should only point up to the American people even more clearly the dangers that we face by this growing power of one side of the bargaining table in politics, because you are going to see more of it instead of less of it.

Senator ERVIN. Mr. Constantine, you started explaining about the injunction when I interrupted you with the question. The first injunction was in the district court?

Mr. CONSTANTINE. In the District Court of Nebraska.

Senator ERVIN. And you say it had really no jurisdiction?

Mr. CONSTANTINE. It had no jurisdiction because none of the Board members was physically present in the State of Nebraska, and they couldn't get service on them.

Senator ERVIN. But it was a restraining order or an injunction without any termination date, or did it have a termination date?

Mr. CONSTANTINE. It had no termination date. It said "Until further order of the court."

But the court never got a chance to make a further order because, for some reason, which I think was probably the jurisdictional one, the plaintiff arbitrarily took a nonsuit.

Senator ERVIN. When did that occur?

Mr. CONSTANTINE. The nonsuit occurred on February 13, which would be roughly 18 days after the injunction was granted.

Senator ERVIN. That is a familiar tactic with people who procure injunctions where they have no merit in a claim for an injunction. Of course, that is not the law's fault but it is the court's fault in many cases.

You said there was another injunction.

Mr. CONSTANTINE. That injunction, but by the plaintiff's own action, was dissolved on the 13th day of February. Two days later the District Court for the District of Columbia granted a temporary restraining order, which was not quite as broad as that of the District Court of Nebraska, but still was enough to prevent the certification of the results.

It read that the Board may do anything except—and here is the language—"down to but not including the certification of results," which meant that the Board was then free to proceed to count the ballots and to pass on the objections.

Senator CURTIS. Would you yield for a question?

Senator ERVIN. Yes.

Senator CURTIS. In a case where the Labor Board determines they have jurisdiction, do you submit yourselves to State courts, and do you abide by the edicts and decrees of State courts?

(At this point Senator Goldwater withdrew from the hearing room.)

Mr. LEEDOM. Senator, wherever we think a State court infringes on our jurisdiction, we are in there protecting our own processes.

Senator CURTIS. That is not the point I am inquiring about. It has been declared that in the field of labor relations, the Federal Government has preempted the area. You determine that the man is engaged in interstate commerce in the required amount. From that point on, are you subject to the orders of State courts?

Mr. LEEDOM. No, no; we are not.

Senator CURTIS. Then you were not subject to a State court in this case?

Mr. LEEDOM. This was a Federal court, Senator.

Senator CURTIS. But you kept repeating here that it was the State district court.

Mr. CONSTANTINE. I am sorry. If I said that, I was wrong.

Mr. LEEDOM. It is the Federal district court of the State of Nebraska.

Senator CURTIS. I will withdraw that proposition, then. Well, I might be in favor of it, having Federal agencies subject to State courts. I probably wouldn't be, but I haven't run into any bureaus that were advocating that yet.

Senator ERVIN. When was the injunction issued here in the District?

Mr. CONSTANTINE. February 15.

Senator ERVIN. Under that injunction, you could have gone ahead and done everything except certify the results?

Mr. CONSTANTINE. Except certify the results. The Board did do that. The first thing it had to do was to wait on the regional director's passing on the objections and on the challenges, because that required some investigation. He made his report and sent it in on February 17. You will remember that he couldn't have done anything prior to February 13, when the other injunction was in force, so that in 4 days he handed in his report.

Under our rules, any party has a right to file objections or exceptions to that report, and the union did do that. It filed its objections or appeal, as you may want to call it, on February 23. So that beginning February 23, the Board was ready to pass upon the objections and the challenges.

Senator ERVIN. When did the Board finally pass on those?

Mr. CONSTANTINE. Well, the case was assigned to a legal assistant. The Board finally passed on it by March 21, 1956.

Mr. LEEDOM. And the time allowed, Senator, for filing exceptions to the report made on the objections, is 10 days, plus postal time from the place where they are to service.

Senator CURTIS. The sad situation here is that that date, March 31, was 20 days after Coffey went out of business.

Mr. LEEDOM. That is right. While our processes in this case were as fast, really, as you could expect, in view of all the circumstances they weren't fast enough to save this employer.

Senator ERVIN. Your time limits as fixed by your regulations I can't quarrel with because they seem to be about as short, most of them, as you could well be. I don't know what the remedy is in this field.

Of course, in ordinary elections, most States have a law that whoever gets the majority vote gets the certificate of election, and then the results of the election carried into effect, and the party who contests the election has the burden of proof.

There might be some disadvantages to that in this situation; I don't know. But it seems to me as if Congress is going to have to step in and pass some kind of a law to give a man a right of action, where any party takes and maliciously abuses the adjudicatory processes under the National Labor Relations Board.

I don't know whether there is any other remedy or not. That occurs to me as one possible remedy.

I say no person ought to be allowed to do that.

Under this kind of a situation, the first court should have told you to go ahead and count the votes, but not to certify the results officially. Then, if the court had gone through and had a hearing after a few days, and made them come in with the evidence, the court could have said that there was no probable cause for issuing an injunction and dissolved it.

A lot of these things could be handled rightly in the men in the Federal courts have enough discretion to exercise the discretion which the law imposes on them. I realize they have a lot of work to do, and all of that. But where seven people vote in an election, it seems to me that a court, before the court issues an injunction for more than 3 or 4 days, that by the process of an order to show cause can make the parties come in with that evidence, and ascertain whether or not the injunction instead of preventing irreparable injury is going to cause irreparable injury, in his discretion he could deny it.

I would like to ask this question along this line: Do you think there is any kind of a process by which the exercise of the powers of the National Labor Relations Board can be decentralized, something like the system, for example, of the circuit courts, giving the regional directors more power and converting the Board itself largely into an appellate body?

Mr. LEEDOM. I think there is a possibility of action in that area, Senator. I think there is.

Senator ERVIN. Of course, under the law, as I understand it, the duty to make decisions is vested fundamentally in the Board as a board?

Mr. LEEDOM. That is right.

Senator ERVIN. They could not do too much toward decentralization without further authority from Congress, as I understand it?

Mr. LEEDOM. That is right. The way the law is written now, we are charged with the decisions on these elections here in Washington, but I think that it might be improved in another way.

Mr. KENNEDY. I just want to find this out: On February 23 the injunction here in the District of Columbia was dismissed, is that correct, and you could start counting the ballots?

Mr. CONSTANTINE. No; it wasn't dismissed but we were free to count the ballots under the injunction to begin with.



Mr. KENNEDY. That was February 15?

Mr. CONSTANTINE. February 15; yes, sir.

Mr. KENNEDY. So you could start counting the ballots on February 15 but you couldn't announce it until when?

Mr. CONSTANTINE. We were free to start counting them, but there were procedural problems involved, one of which was an objection to the election and the other was challenges by both sides. Those had to be disposed of.

Mr. KENNEDY. You were free to count them or start counting on February 15?

Mr. LEEDOM. I think that the language isn't quite right. There is no problem counting seven votes, but our problem was, under the law should these three votes be counted and under the law should these four votes be counted. Correctly this is the statement, that we were then free to begin to adjudicate in such a way we could determine which ballots could be counted.

Mr. KENNEDY. There were seven ballots, all of which as I understand it were challenged, and you had seven votes that you had to adjudicate as to whether these individuals could or could not vote, and you could start doing that, figuring that answer out on February 15, is that right?

Mr. CONSTANTINE. No; under our practice, which has been in effect—

Mr. KENNEDY. It doesn't matter how long it has been in effect?

Mr. CONSTANTINE. The regional director is required to investigate that and make a report to the Board. Either side may appeal from that decision of his.

Mr. KENNEDY. Let us get down to this: You are talking about the court stopped you during this period of time and you couldn't do it. Now, on February 15, you could start doing it?

Mr. LEEDOM. The regional director could begin investigating the objections.

Mr. KENNEDY. Now, there are seven votes.

Mr. CONSTANTINE. Objections have nothing to do with the votes. The objections are based upon alleged employer misconduct, and whether there is such misconduct or not is a question of fact. That requires an investigation.

Mr. KENNEDY. When had those claims of misconduct been made?

Mr. CONSTANTINE. That was made on the 27th of January, but because of injunctions, no investigation could be held.

Mr. KENNEDY. Now, local 554 requested a review. The regional director had already stated that the claims of improper activities on the part of the unfair labor practice on the part of the employer were not sustained.

Mr. CONSTANTINE. Wait a minute. That relates to the charges but not the representation case. There were two sets of objections. One was in the form of a charge in a complaint case which is handled by the General Counsel, and the other was an objection to the election, a separate set of charges, which is handled by the Board.

Mr. KENNEDY. Then let us go back. On February 15 you could start making a determination as to whether the election was properly held and whether you should throw out any of these ballots?

Mr. CONSTANTINE. That is right.

Mr. KENNEDY. Well, now, I still don't understand why it took you so long to make a decision.

Mr. CONSTANTINE. It takes times to investigate those objections.

Mr. KENNEDY. You can't tell me it took that long for seven votes.

Mr. LEEDOM. It isn't a matter of votes.

Mr. KENNEDY. Of course it is. You count seven to find out whether these three individuals had the right to vote in an election and it shouldn't take that long. You can blame a lot of this on the courts and the fact that the Teamsters Union was trying to delay it but certainly when you have the information and you were allowed to go ahead with it on February 15 and didn't make your decision or make an announcement of your decision until the middle of March, it doesn't seem fair at all.

Mr. LEEDOM. We can explain that.

Mr. KENNEDY. I have been listening, but you can start to explain it.

Mr. CONSTANTINE. You are asking us not to go by our rules.

Mr. KENNEDY. Then change the rules if that is what is happening.

Mr. LEEDOM. Nobody is contending that we should do away with due process.

Mr. KENNEDY. You have had a lot of time and you are not claiming that the Teamsters Union wasn't protected.

Mr. LEEDOM. Do you think it is excessive time for the regional director to take 4 days to investigate these charges and report to us? That is what happened.

Mr. KENNEDY. That takes us to February 19.

Mr. LEEDOM. Then there is time for the parties to file exceptions to his report to us. That is 10 days.

Mr. KENNEDY. Tell me when the regional director issued his findings?

Mr. LEEDOM. He reported to us on February 17 and then there are 10 days in which the parties can file exceptions to his report to us. That is better than the courts do, generally speaking. We have shortened these times over court procedure.

Mr. KENNEDY. That takes us up to February 27.

Mr. LEEDOM. Then the exceptions come in, and the board is ready then to have a legal assistant read the record, and brief the law.

Mr. KENNEDY. You have done all of that, and you have had the 10 days.

How long was the brief that the Teamsters Union submitted on February 15? Could I see that?

Mr. LEEDOM. I am afraid we don't have it here.

Mr. KENNEDY. How long was it, that all of this examination had to take place? How many pages was it?

Mr. LEEDOM. This was a short record, made in the hearing, of 87 pages, I think.

Mr. KENNEDY. I am talking about the brief the Teamsters submitted.

Mr. LEEDOM. I really don't know that.

Mr. CONSTANTINE. It is a short brief and it is a typewritten brief, and I would say around 15 pages, double spaced.

Mr. KENNEDY. How long did it take you to have all of these people study that?

Mr. LEEDOM. Not all of these people. One legal assistant, and he took it and the issues were joined when the exceptions came in, and

the briefs were filed. One legal assistant went over the case and prepared a draft of decision. That seemed to him right. That was submitted to his Board member. Either as it was being done or after if he saw no serious problem he would proceed on his own and submit the final report to his Board member.

Mr. KENNEDY. When was that done?

Mr. LEEDOM. Then when the Board member decides here is a good draft, he circulates it to his colleagues, and we don't have the date, I am afraid, on that.

Mr. CONSTANTINE. On March 14.

Mr. LEEDOM. The draft of the decision that went down may be modified a little. On March 14 it was circulated to the other Board members, and they decided to take some time for them to satisfy themselves from the record, and they decided the case then on March 21. All of the comments of the Board members had been either added or ironed out and the decision went down on March 21.

Mr. KENNEDY. When was it given to the participants?

Mr. LEEDOM. It is mailed immediately; that day.

Mr. KENNEDY. March 21, to the actual parties.

Mr. LEEDOM. To the parties.

Mr. KENNEDY. Do you have some suggestions as far as legislation is concerned? If this is the problem, and if the problem is not yours, do you have suggestions as far as legislation is concerned so that this will not happen?

The request for the election was made back in September, and, as you pointed out, it is not just a question of being unfair to management. It happened to be unfair to management in this case, but often it has been unfair to labor. The request was back in September; the decision was not until March.

Now, there might be all of these things that went on, but then certainly if it is not your fault, then the legislation needs to be changed or altered. Do you have suggestions?

Mr. LEEDOM. I am sorry. This morning we haven't formulated any precise recommendations. I have discussed a little bit the one thing that might help, to create a prehearing election. I think the suggestion that Senator Ervin made of possibly changing the statute to give more authority to the region would make sense.

But, really, I haven't, and I don't think my colleagues here have at this moment a real specific recommendation.

Mr. KENNEDY. This is not an unusual situation, is it, Mr. Leedom?

Mr. LEEDOM. No. Within the framework of the statute as Congress has passed it, we have struggled with this business of purposeful delay. We have struggled with it, and we reprimand counsel and we make speeches about it and we do a pretty good job of cutting through delay where we can. But we have certain rules that we ourselves must abide by, our own rules.

Mr. KENNEDY. I would think the rules have to be changed in the National Labor Relations Board in a case like this. You give them 10 days, and by the time it arrives, then it has to be reviewed. It takes at least a month or 6 weeks, and a man can lose his business in that period of time.

Mr. LEEDOM. If I take out the injunctions in this case, we come up with a different result. I am not sure it would have saved this man, because the law may not be written to stop picketing even after the



results are announced or it may not have been at this time. But if we hadn't had the injunctions in this case, we would have had a much better record.

Mr. KENNEDY. Certainly your procedure, Mr. Leedom, and maybe it is the rules that have been in effect a long period of time, but certainly that procedure increases the delay a number-fold, because you have the period of time they have allowed for briefs, and then your own review and the review by the board above that. Even at best this would have taken 6 or 8 weeks and by that time the man is out of business, in the case of a lot of small businesses.

Mr. LEEDOM. Of course, the Labor Board may not be fully armed to deal with ruthless treatment either by an employer or by a union. Maybe that is what Congress has to do, figure out a new set of rules.

Mr. KENNEDY. No one knows that better than the National Labor Relations Board, which is an independent body, dealing with these subjects all of the time. If there is a problem there it would seem incumbent upon the Board to suggest what should be done in order to deal with it.

Mr. KLEILER. I want to point this out, that the National Labor Relations Board headed by five men in Washington must handle thousands of cases throughout the country. Wherever Congress vests the power to decide in the five men in Washington, there are inefectible limits to the amount of unreviewable delegations to people throughout the country. The alternative, it would seem to me, is approximately this: Do we want to delegate with no review by the Board in Washington, to people out in the field, the authority to decide these cases so that they can be decided quickly. If you do delegate within the spirit of the law as we now have it, you simply have to provide some channels for review of what might be arbitrary or capricious action or even inconsistent action by regional offices throughout the country.

So you have provided at the top a system of review and ineffectibly it looks like redtape to a union or an employer which feels frustrated by the delays. But what is one man's redtape is sometimes the other man's due process. That it seems to me is the dilemma which you have throughout this labor relations field.

That is how to handle the staggering case load, and providing that the people with the ultimate responsibility by appointment of the President and confirmed by the Senate, to decide, are in control.

I wanted to point out one thing in this picture, because I am afraid there is emerging the spectacle of the National Labor Relations Board sitting idly by and not even trying to do anything while an employer goes out of business. I know your questions have related primarily to the representation case, but throughout this whole proceeding there were charges by the employer against the union and if I might have a minute or two I would like to make one explanation that while the union was successfully enjoining the Board we were trying with somewhat less success, to be true, to enjoin the union.

There is that story which I think needs to be told, to give a fair picture of this situation.

Mr. KENNEDY. Before you do that, could I just get some dates cleared up. You said that on March 23, 1956, as I understood it, or March 21, that the participants received notice that the ballots had been counted.

Mr. CONSTANTINE. That is the date it was mailed from Washington.

Mr. KENNEDY. According to the information we have, the participants received information on March 23, 1956, and they received a notice that the ballots were to be counted on March 31, 1956.

Mr. CONSTANTINE. The Board's decision is mailed to the parties, and to the regional director.

Mr. KENNEDY. Did you mail them a notice that the ballots had been counted or were to be counted?

Mr. CONSTANTINE. No; our notice states that the ballots now may be counted. When they are counted is the regional director's discretion.

Mr. KENNEDY. That puts it another week away, because you gave them notice that the ballots were to be counted on March 31, 1956, which is a delay of another week, and the result was they didn't receive notice until April 3, 1956.

They didn't receive notice on the 23d of March that the ballots had been counted.

Mr. CONSTANTINE. The Board doesn't set the date for counting the ballots. That depends upon the docket of the regional director.

Mr. KENNEDY. I just say that all of this is delay. You can go week by week, but you received your notice back on February 15 that you could count the ballots, and then you sent them a notice on March 23, 5 weeks later, that the ballots could be counted, and on March 31, the ballots were counted and the election was announced, and the results of the election announced in April of 1956.

I just think that that is incredible when that is for seven ballots.

Mr. KLEILER. Let me ask you this: Would you consider it reasonable that ballots be counted in the presence of representatives of the parties? We don't open these ballots in the secrecy of our office, and we arrange that when the challenged ballots are opened, each party, the employer and the union, shall have an observer present to witness the counting and the marking of the ballots to make sure it is all on the up and up. We have had a very successful record of the integrity of our elections.

Mr. KENNEDY. It might be a successful record of the integrity of the elections but you also have had a successful record of small businesses going out of business in the United States, while they are waiting to have their ballots counted.

Mr. LEEDOM. Don't charge that to the Labor Board.

Mr. KENNEDY. This is the procedure.

Senator ERVIN. I believe frankly there could be some way devised by which you can count the ballots just like you count them in an election and let each party be present and let the man make a ruling. You are going to have to decentralize the thing.

Mr. LEEDOM. In the normal case, we count them in the presence of the two observers, and we count them right then and there, and declare the result.

Senator ERVIN. We have an election precinct in North Carolina up in the mountains of Haywood County, where they have eight voters, and seven Democrats and one Republican, and as soon as the polls open at sunrise, they vote and as soon as all of them voted they count the votes and the results are announced by 15 minutes after the election or after the polls are open.

It seems to me that there ought to be some machinery devised by which the votes are counted right after the polls close.

Mr. KLEILER. I might say that that is done in practically all of our elections, except where each party exercises its right to challenge. That is to challenge for cause. We had the circumstances here of these ballots being challenged, and they were the disputed ones, and the challenges had to be ruled on.

Senator ERVIN. You see, you have all of these things, you have an order made by the Board before or the representatives of the Board, defining exactly who is allowed to vote, so in this particular case, outside of the question of these subsequent unfair labor charges, you had the mere question which one of these seven people were entitled to vote under this previous order?

Mr. LEEDOM. That is right.

Senator ERVIN. Now, of course, you are complicated in this situation, and I think you could have had a decision by which those votes could have been counted then and there.

A preliminary determination could have been made as to which challenges were sustained. Then the court would have had a situation in which the court would have had some information on which to determine whether it ought to issue an injunction.

Now, I realize that you have to have a procedure that would give adequate opportunity of notice and opportunity to be heard where unfair labor charges are made, because you can't determine the truth or falsity of those charges by reading them. Some of the most false charges are dressed up in the finest legal language, and I realize also you have to give an opportunity to be heard on those charges.

You have no way to determine their validity without an investigation. Also, I can't quarrel with your procedure where you give each party in interest an opportunity to be heard on your proposed findings. I think that those are necessary. But I believe that you could have some procedure even under the present setup that would fix it so votes could be counted more quickly.

I don't think you can have all of these unfair labor charges made or if you do, you have a notice to be heard. I think the fundamental trouble is that you have a tremendous job and I think that the Congress under the act has tried to centralize in effect the administration of the act and put the responsibility on five men.

Under all principles where you have the power vested in five men at least a majority have to act one way or the other to get a decision. There ought to be a change in the setup, in which in each area there would be a man who could make a final decision with respect to every matter, and let that decision be binding unless it is reviewed.

Also, I don't know what the procedure is about, but in this case, when they apply for an injunction, they apply for an injunction against the Labor Board rather than against Coffey, do they not?

Mr. LEEDOM. Yes, in this case the injunction ran against us.

Senator ERVIN. Were they required to give any bond or indemnify anybody?

Mr. LEEDOM. Just a moment. They did give a \$1,000 bond in the case.

Senator ERVIN. The law provides before you can enjoin in this character that affects the rights of a third party, you have to give an



indemnity bond for him, to pay all damages that he might suffer as a result of the injunction.

That is some of my horseback observations, and my on-the-spot reactions.

Senator CURTIS. I want to again repeat that certainly I wish to make no criticism of individuals at all. We are dealing here with a system, and a procedure, and it doesn't spring up overnight but it springs up over many years. As to my own views on it, I feel this way: There was a time many years ago where the judicial processes, some of the laws and the administration of them, leaned over very heavily in favor of management.

Then we went into an era where the reverse was true. Immunities and special privileges were given to unions. I feel that what we should strive for is neither one of those. We should strive for an adherence to the good old American principle of equality before the law. I think both are strong enough that neither should have any special immunities or privileges and certainly Government agencies should not be used to advance the cause of either one. I am not convinced that that hasn't been done over the last quarter of a century. The power of Government has been used to advance the cause of unions.

I don't think it should be used to retard them, but I think that it should be used to be fair to both parties.

I do want to ask this: Would it require a change in the statute or merely a change in your rules to do away with the procedure that the mere filing of charges of unfair labor practice hold up an election.

Can you change that, that there must be a finding of at least probable cause that unfair labor practices exist? Would that require a change in statute or a change in regulations?

Mr. LEEDOM. That would require a change in regulations only.

(Members of the select committee present at this point in the proceedings were Senators Ervin and Curtis.)

Senator CURTIS. I want to also ask this question: In this case, or in a similar case, do you, and can you, take judicial notice of the conduct of the parties? In this case they were conducting a secondary boycott. Can you take judicial notice of that in determining the speed with which you move as well as the good faith of the parties?

Mr. LEEDOM. Yes; we can and we do.

Senator CURTIS. If someone boasts that they are going to drive somebody out of business, and then they proceed to boycott that person—in one case we took evidence yesterday where the effects of that boycott were directed even from New York City that goods shouldn't be shipped over the Clark Bros. Transfer in Norfolk, Nebr. Notice of that was served by the A.P. office in New York City.

This is a little concern that employs 35. When a great and powerful group openly declare that they are going to drive somebody out of business and they resort to those things, they are not coming before any courts or any Government agency with clean hands. And they are not entitled to all of the delays where there is, in good faith, a genuine dispute of facts and laws that takes a lot of time to determine.

Whether or not, when we get all through with this in the weeks and months that lie ahead, the remedy is in regulation changes or statutory changes, chances are it will take both. But citizens can't

be very happy about the practical results that come about in some of these things.

Mr. LEEDOM. I agree with you, Senator. I would just like to say in connection with that that the Labor Board took notice of what appeared to be misconduct on the part of the union in this case, and prosecuted that vigorously to the full extent of our power so that we now have criminal contempt proceedings pending in court against this union in this instance.

Senator ERVIN. Under the procedure followed, so far as court procedure is concerned, could Coffey have been heard on the matter in the court?

Mr. LEEDOM. Do you mean in that injunction?

Senator ERVIN. Yes.

Mr. LEEDOM. Yes, he could have been heard. I guess he wasn't, but he could have been.

(Witnesses conferred.)

Senator ERVIN. You have a strange situation. Here is the District of Columbia having jurisdiction of the Board. Here is a man in Nebraska or Saskatchewan, or someplace else, who has an interest in litigation. But the suit is brought so far away that he can't really be there, unless he is a man of considerable wealth. In fact, he wouldn't even be notified. There is no way to be heard. He has to come across the Nation.

Mr. LEEDOM. In the District of Columbia court proceeding he would have had to come clear across the country and then have sought intervention. They didn't make him a party here. There was only the Labor Board as the party.

Senator ERVIN. Frankly, I think sometimes justice takes place too far away from the point where the controversy arises. It may be inevitable under the existing act.

I do believe that it might be possible as far as elections are concerned to make some changes in regulations that would expedite the hearing of an election matter, which would enable the courts, when an application is made for an injunction, to determine whether there is any chance for the complainant, or the plaintiff, or whatever you choose to call him.

I would like to ask your opinion on this: There has been a great deal of complaint among the public about the so-called "no man's land" in the labor field. There have been various suggestions made as to how that "no man's land" should be eliminated. Some say it should be done by expanding the facilities of the National Labor Relations Board; others say it should be done by giving jurisdiction to any court, State or Federal, where the National Labor Relations Board fails to take jurisdiction.

Do you have any idea or have you made any study to indicate what expansion you would have to have in the personnel of the National Labor Relations Board if you were to take jurisdiction in all possible controversies coming under the Taft-Hartley law?

Mr. LEEDOM. I think it would have to expand, Senator, beyond practicalities for the Labor Board to handle all cases that would arise.

Senator ERVIN. I have had that feeling myself, without anything in particular to base it on, because there are a tremendous amount of controversies in this field in all areas of the Nation.

The committee would appreciate it if you have any recommendations as to legislation anytime while the committee is still sitting. We would welcome those recommendations.

Also, we think maybe in certain areas, for example in the election area, some more expeditious regulation procedure might be devised.

I realize that under our system it ought not to be ever denied a person, notice and opportunity to be heard, and I realize the necessity for those procedures.

Mr. LEEDOM. Thank you, Senator. We are never completely satisfied with our rules and regulations. I would say, however, that now in this very area there are no glaring defects in our own procedures, but we will be glad to take another look. We are continually looking at our own rules and regulations and trying to improve them.

Senator CURTIS. I just have one more question, Mr. Chairman.

Those criminal contempt proceedings are about 2 years old out there in court.

Mr. LEEDOM. Yes.

Senator CURTIS. What is holding them up?

Mr. LEEDOM. I don't know. The judge is having difficulty with the problem. He just hasn't decided it. That is, the judge in Nebraska. The fact of the matter is we have been trying to get a hearing to present the issues and there is no time which has been set for the hearing.

Mr. KENNEDY. That is all I have.

Senator ERVIN. We want to thank you for coming before us and giving us the benefit of this evidence.

Mr. LEEDOM. Thank you.

Mr. KENNEDY. Mr. Albert Parker, Mr. Chairman, will be the next witness.

Senator ERVIN. Come forward, Mr. Parker.

You do solemnly swear that the evidence you shall give in this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

#### TESTIMONY OF ALBERT S. PARKER, ACCOMPANIED BY COUNSEL, H. C. ALLDER

Mr. PARKER. I do.

Senator ERVIN. Will you please identify yourself for the record, giving us your name, your residence, and your occupation.

Mr. PARKER. Albert S. Parker, 745 North 75th Street, Omaha, Nebr.; secretary-treasurer of local 554, Omaha, Nebr.

Senator ERVIN. Are you represented by Mr. Mulholland?

Mr. PARKER. I am.

Senator ERVIN. Mr. Mulholland—

Mr. ALLDER. My name is Harry Clifford Alder, the Washington, D.C., bar.

Senator ERVIN. I beg your pardon.

Mr. KENNEDY. Mr. Alder, did you have a statement?

Mr. ALLDER. Yes.

Mr. Chairman, at this time, I would like to make a statement, with your permission.

Senator ERVIN. Yes.



Mr. ALLDER. This witness is under criminal charge in the United States Court for the State of Nebraska, Criminal No. 0171. The facts in that case are exactly the facts about which he would be interrogated here this morning, violations of the Taft-Hartley Act.

For those reasons, at this time I most respectfully request that this witness not be questioned now, but that his interrogation be postponed until there is a determination of the criminal charge against him.

Mr. Kennedy has a copy of the criminal charges which I gave him several days ago.

Mr. KENNEDY. That is correct.

Senator ERVIN. The charge is a charge of criminal contempt?

Mr. ALLDER. That is right.

Senator ERVIN. It would seem to me that in the nature of things that would be a charge for disobedience of a court order.

Mr. ALLDER. No; it is not. It is disobedience of a regulation in the Taft-Hartley Act. The court has not ordered him to do something which he has violated. The act is what he is charged with violating.

Senator CURTIS. What specific thing is he charged with?

Mr. ALLDER. Concerning the secondary boycott.

Senator CURTIS. Specifically what is he charged with?

Mr. ALLDER. Doing things, Senator, that he is not allowed to do under the regulations of that act, sir.

Mr. Kennedy has it there. I would rather not quote from memory.

Senator ERVIN. It would seem to me from a hurried reading of this thing, the order to show cause and the petition on which it is based, that all Mr. Parker is charged with is violation of an order of the court. I am unaware of any procedure by which a man can be charged with contempt of court for disobeying a statute or regulation.

Mr. ALLDER. If you will read it, Senator, it says a rule to show cause why he should not be adjudicated in contempt for different things that he has done.

Senator ERVIN. Yes, but it alleges in the petition that those things were done after the issuance of an injunctive order. If you can point out—

Mr. ALLDER. That is true; but still all the facts involved in this criminal case, which does carry a penalty of jail, are exactly the facts about which he would be interrogated here this morning.

Senator ERVIN. I would think your point would be well taken as to any conduct on the part of Mr. Parker subsequent to the issuance of the order of the court, but not with reference to any conduct of Mr. Parker prior to the issuance of the order of the court, because the contempt is not for what he did before the order. The allegation that he is guilty of contempt is not based upon allegations, as I construe this from a hurried reading, of what he did before the order of the court was issued, but for what he did after that.

Mr. ALLDER. May I explain that, sir?

Senator ERVIN. Yes, sir.

Mr. ALLDER. The acts that he did before the court issued an order, they are controverted also. That is an issue in the matter. In other words, if the court order had not issued, and he violated, it would not be a violation, possibly, under the law. These are all parts of his defense. To interrogate him about any of those facts would be unjust to him. The committee so far, in my experience here, each

time that someone has been under a definite criminal charge, has not interrogated him. The mere fact that he was under investigation was not enough, no matter what was going to happen to him that way.

Senator ERVIN. But from the standpoint of law, if the order is void, then, of course, he would have complete defense to the order. But his guilt or innocence on the contempt charge cannot possibly be predicated upon anything he did before the issuance of the order of the court.

In other words, I would rule on this, that he can be interrogated as to anything he did before the issuance of the order, but not as to anything he did after the issuance of the order.

Mr. ALLDER. I beg to differ, Senator. It is all part and parcel of the same situation. His acts before the order was issued are a part of this case, this criminal case. It has a criminal number on it. It is not a civil action. It is not civil contempt. It is criminal contempt for which he can be put in jail for a long period of time. As a matter of fact, indefinitely.

Senator CURTIS. He is not cited for contempt for any acts that are not now prohibited by the Taft-Hartley law, is he?

Mr. ALLDER. That is my understanding of it, yes, sir; that these things are in violation of the Taft-Hartley Act.

Senator CURTIS. But he is not cited for contempt for any pressure that may have been exerted on employers to induce them to cease doing business with another.

Mr. ALLDER. As I understand it, Senator, there was a complaint filed by the Government asking that this rule to show cause be issued, and before that there was a charge brought in front of that judge that issued this rule to show cause saying he had violated different sections of the Taft-Hartley Act, and asking that an order be issued that he be directed to do or not to do certain things, in compliance with the Taft-Hartley Act.

Senator CURTIS. You missed my point, Mr. Allder. We want to inquire about his acts and conduct that admittedly are not violations of the Taft-Hartley law. Our purpose is for legislative information. One of the problems here is that it appears, and it has been alleged, that pressure was exerted against employers to get them to cease doing business with other people. That is not a violation of the Taft-Hartley law.

Therefore, there could be no criminal contempt against Mr. Parker for such conduct.

Mr. ALLDER. Senator, as I sat here yesterday listening to testimony, I heard a witness say that they received telephone calls, various people, and things were told to them, what was going to be done to their children. That certainly is a violation of any law.

Senator CURTIS. Is that a violation of the Taft-Hartley law?

Mr. ALLDER. I wouldn't say that much. I am not an expert on the Taft-Hartley Act. But it certainly is a violation of the law anywhere, to threaten violence to anyone.

Senator CURTIS. Is arson a violation of the Taft-Hartley law?

Mr. ALLDER. No; but it is a violation against the United States law, and in Nebraska it is a violation of the State law.

Senator CURTIS. But there is no arson pending?

Mr. ALLDER. No.

Senator CURTIS. Is it a violation of law to puncture tires?

Mr. ALLDER. I think so.

Senator CURTIS. But this doesn't cover that.

Mr. ALLDER. I agree with the chairman that this technical charge, if I can use that word, is that he has disobeyed the order of the court, but the order of the court was in compliance with the alleged violations of the Taft-Hartley Act.

Senator CURTIS. And I want to inquire about things that are not prohibited by the Taft-Hartley law.

Senator ERVIN. The chairman, with the consent of the other members of the committee, will rule that the witness shall be interrogated by counsel as to matters which antedated the issuance of the court order, but not as to matters which occurred subsequent to the issuance of the court order.

Counsel will proceed.

Mr. KENNEDY. How long have you been secretary-treasurer of local 554, Mr. Parker?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. Were you elected or appointed as secretary-treasurer of local 554?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. Mr. Barney Baker of the Teamsters Union was active in Nebraska during 1955. Could you tell us what Mr. Barney Baker was doing up there?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. According to the testimony we have had before the committee, Mr. Barney Baker and yourself, and Bill Noble, a Teamster official from Grand Island, attended a meeting with Mr. Coffey, of the Coffey Trucking Co., in Alma, Nebr., on August 24, 1955. Is that correct?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. And at that time, according to the testimony, you did not represent a majority of the drivers of the Coffey Trucking Co.

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. Nevertheless, you requested that Coffey sign a contract with the Teamsters Union, and stated that if he did not sign a contract, if he attempted to get an election, you would be able to put him out of business?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. Did you in fact, you and Mr. Barney Baker, and Mr. Noble, threaten Mr. Coffey that you would put him out of business if he attempted to get an election and refuse to sign a contract with the Teamsters Union?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. Isn't it a fact that you refused to have an election, and after you refused to have an election, a period of harassment and violence followed as far as the Coffey Trucking Co. is concerned?



Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. And did you and Mr. Baker participate in calling up the wives of the truckdrivers and threatening them and threatening what would happen to their children?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. According to the testimony before our committee, the drivers that continued to drive for the Coffey Trucking Co. were called on the telephone and told that their children would be hurt coming home from school, if they continued to drive for the Coffey Trucking Co. Did you participate in that?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. And the automobiles and the trucks and the tires of the trucks were wrecked. Did you participate in that?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. Also, a boycott began during this period of time. Did you get in touch with the employees or the owners of various trucking companies to boycott the Coffey Trucking Co.?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. Did you follow the same procedure with the Clark Bros. Trucking Co. during the same period of time? Did you follow the same procedure with them?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. Did you take steps to impose a boycott also on that trucking company?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. And there was a fire started in the terminal of the Clark Trucking Co., a fire which was deemed to be done by an arsonist. Do you know who was responsible for that arson?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. During this period of time, were you in touch not only with Barney Baker but were you in touch with Dick Kanner in St. Louis?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. And Mr. Hoffa, and Mr. Frank Fitzsimmons, of Detroit, were you in touch with them also?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Mr. KENNEDY. Were your efforts on the boycott coordinated through Mr. John Bridge in Chicago?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator ERVIN. Mr. Parker, I will ask you this question as an American citizen: Don't you think it would be a most disgraceful proceeding for an organization composed of strong men to try to

frighten women and little children in order to acquire jurisdiction over their husbands and fathers?

Mr. PARKER. I honestly decline—I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator ERVIN. You are testifying under oath.

Do you realize you are testifying under oath that you might tend to incriminate yourself in the commission of some criminal offense if you would even express an opinion as to whether or not it would be disgraceful for a union composed of strong men to attempt to frighten women and children in order that it might, by such threats and intimidation of women and children, cause their husbands and fathers to subject themselves to the demands of such union?

Mr. ALLDER. Was that a question, Senator?

Senator ERVIN. Yes, that is a question.

(The witness conferred with his counsel.)

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator ERVIN. Don't you wish that you could answer all of these questions that have been put to you? Don't you wish you could truthfully deny all of these questions that have been put to you freely and frankly without pleading the fifth amendment?

(The witness conferred with his counsel.)

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator ERVIN. Are you married?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator ERVIN. You might get away with that here before this committee, but I doubt, if you happen to be a married man, that you are going to get away with that when you get home and your wife hears that you testified in the face of a congressional committee that if you admitted whether or not you were married it would tend to incriminate you in the commission of a crime.

I don't know whether you are married or not, but if you are, you will have an explanation to make to your wife.

Do you have any children?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator ERVIN. Would you mind telling this committee how it would tend to incriminate you if you informed the committee whether or not you are the father of any children?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. How long have you lived in Omaha?

(The witness conferred with his counsel.)

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Where were you born?

(The witness conferred with his counsel.)

Mr. PARKER. Arkansas City, Kans.

Senator CURTIS. How long have you worked for the Teamsters Union?

(The witness conferred with his counsel.)

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Are you an employee of the International Union of Teamsters?

(The witness conferred with his counsel.)

Mr. ALDER. May he consult for a moment, Senator?

Senator CURTIS. Yes.

(The witness conferred with his counsel.)

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Is local 554 under trusteeship?

(The witness conferred with his counsel.)

Mr. PARKER. No.

Senator CURTIS. Has it been under trusteeship?

Mr. PARKER. Could I consult my counsel?

Senator CURTIS. Yes.

(The witness conferred with his counsel.)

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Was local 554 under trusteeship at the time, and just prior to, the last convention of the International Brotherhood of Teamsters?

(The witness conferred with his counsel.)

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Were you a delegate to that convention?

(The witness conferred with his counsel.)

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Who were the delegates to that convention from local 554?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Have you ever contacted employers; that is, management, of transportation companies to ask or urge or suggest to them that they cease doing business with the Coffey Transfer?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Mr. Chairman, that question could not involve a criminal offense.

I will ask the reporter to read the question again, please.

(The question was read by the reporter.)

Senator CURTIS. Mr. Chairman, I ask that the committee order him to answer. It is not a violation of law. It could not incriminate him.

Senator ERVIN. The Chair, with the consent of the committee, orders and directs the witness to answer the question which has just been put to him.

(The witness conferred with his counsel.)

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Have you contacted employers; that is, management, of transportation companies, and urged or suggested or informed them in any way that they were to cease doing business with Clark Bros. Transfer?



Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator ERVIN. The Chair, with the consent of the committee, orders and directs the witness to answer the question.

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Now, Mr. Chairman, I ask the witness:

Have you or anyone under your direction, contacted the employees of a railroad company to inform them, to urge or to suggest in any manner, that they were to cease doing business, or to deliver freight, to any trucking company in the State of Nebraska?

Mr. Chairman, I submit that is not a violation of the law, because railroad employees are not employees within the purview of the National Labor Relations Act.

(The witness conferred with his counsel.)

Senator ERVIN. The Chair orders and directs the witness to answer the question.

Mr. ALLDER. Senator, I haven't heard a question yet.

Senator Curtis started off by saying "Mr. Chairman," and he addressed it to you, sir. Then you directed him to answer the question. But I think formally for the record's sake——

Senator ERVIN. I understood Senator Curtis had put his question in substance to the witness.

Mr. ALLDER. No, he had not.

Senator CURTIS. I will restate the question.

Mr. Parker, have you ever contacted—you or anyone under your direction—contacted employees of a railroad company to inform them or urge or suggest in any manner that they were to cease doing business with any trucking company in Nebraska?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator ERVIN. The Chair orders and directs the witness to answer the question, with the consent of the committee.

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Mr. Parker, it has been testified here concerning a fire of certain trucks and property of the Clark Bros. Transfer Co. Did you, or anyone under your direction, have anything to do with those fires?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Mr. Parker, it has been testified here that some persons punctured or otherwise damaged tires on trucks belonging both to Clark Bros. Transfer and the Coffey Transfer.

I ask you: Did you or anyone under your control have anything to do with those act?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Mr. Parker, it has been testified here that a truckload of butter in a truck belonging to Coffey Transfer was entered by breaking the seal, and the contents thereof taken out and disturbed.

Did you or anyone under your direction have anything to do with it?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Did you handle any money that was paid to anyone who had anything to do with the offenses that I have just mentioned?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. How long have you known Richard Kavner?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. How long have you known Barney Baker?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. How long have you known Jimmy Hoffa?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Did Mr. Hoffa, or anyone representing him, or Mr. Baker, or Mr. Kavner, direct or suggest or advise you in carrying on these acts which have been described as a secondary boycott?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. Have you handled any money for political campaign contributions for the election of Federal officers?

(The witness conferred with his counsel.)

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. The other day there was a report in the paper that Dave Beck, referring to Congressmen and Senators, said he wouldn't disclose who he helped because he had dumped tens of thousands of dollars on their tables and told them to use it. Do you know anything about any such practice?

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator CURTIS. That is all, Mr. Chairman.

Senator ERVIN. With the exception of about two men, Mr. Parker, virtually every officer of the Teamsters International, or Teamster locals, who have appeared before this committee and who were interrogated by the committee, have advised the committee that if he answered the interrogations, his answers would tend to incriminate him in the commission of some criminal offense.

I wish you would tell the committee whether you would take more pride in the Teamsters if their officers had handled themselves in such a way that they could come before a committee and make an honest disclosure of what they knew.

Mr. PARKER. I respectfully decline to answer because I honestly believe that my answer might tend to incriminate me.

Senator ERVIN. Mr. Parker, you came here under a subpoena?

Mr. PARKER. Yes.

Senator ERVIN. Do you agree that you will return to the committee to be questioned further in the event the committee decides it needs to question you further and gives you and your counsel reasonable notice in advance as to the time and place that it is desired that you

another subpoena

...be sufficient, Mr. Chairman.  
...that understanding, the committee will ex-  
cu... further attendance at this time.

Call the next witness.

Mr. KAMERICK. Mr. Howard Johnson, please.

Senator ERVIN. Mr. Johnson, will you be sworn?

You do solemnly swear that the evidence you shall give before this Senate select committee will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. JOHNSON. I do.

### TESTIMONY OF G. HOWARD JOHNSON

Senator ERVIN. Will you give us your name and residence or place of business, and occupation.

Mr. JOHNSON. My name is G. Howard Johnson. I live at 804 Loveland Drive, Omaha, Nebr. Up to September of 1956 I was owner and operator of Independent Truckers, Inc., a regular route common carrier between Chicago, Omaha, and Denver.

Senator ERVIN. You know that under the committee rules you are entitled to have the benefit of counsel when you testify if you so desire. Do you wish to have counsel or to waive counsel?

Mr. JOHNSON. I will waive counsel.

Senator ERVIN. Proceed, Mr. Kamerick.

Mr. KAMERICK. Mr. Johnson, in your capacity as head of the Independent Truckers, Inc., was your firm organized by the Teamsters Union?

Mr. JOHNSON. We were.

Mr. KAMERICK. You had a contract with the Teamsters?

Mr. JOHNSON. Yes, sir.

Mr. KAMERICK. While you were president of this firm, were you also at one time president of the Nebraska Motor Carriers Labor Advisory Council?

Mr. JOHNSON. Yes, sir.

Mr. KAMERICK. And, as such, you had considerable contact with Mr. John Bridge?

Mr. JOHNSON. Yes, sir.

Mr. KAMERICK. When these boycotts, or whatever you would call them, when the clause 9 of the Teamsters contract was invoked, what type of notice did your firm receive?

Mr. JOHNSON. We would generally receive a letter from John Bridge advising us that we should not do business with certain firms. It was merely an advice from Mr. Bridge, that it would be better if we did not do business with them.

Mr. KAMERICK. That, then, would be your first notice, that you were not to interline freight with a specific firm?

Mr. JOHNSON. That is correct.

Mr. KAMERICK. Would you receive supplementary notices in any form from anyone connected with local 554?

Mr. JOHNSON. No; we did not.



Mr. KAMERICK. The only notice that can happen if as the suggestion of Mr. Bridge?

Mr. JOHNSON. That is correct.

Mr. KAMERICK. Did you consider that the suggestion might have more weight than a suggestion might normally have?

Mr. JOHNSON. Well, at the time I treated it rather lightly for the simple reason that it put the operators square in the middle. We either had to violate the law by not doing business with certain firms or stand a chance of being struck. It was a question of choosing which were the lesser of the two evils.

Mr. KENNEDY. I am afraid that I missed the first part, so I might be repetitive in my questioning, but I will try to follow along.

What part were you telling us about?

Mr. JOHNSON. He had just asked me whether or not we treated these notices with much concern.

Mr. KENNEDY. How long had you known George Bridge?

Mr. JOHNSON. I would say several years.

Mr. KENNEDY. And you knew him to be a close associate of Mr. Hoffa?

Mr. JOHNSON. Yes, I don't know whether you would call it a close associate. He was acquainted with Mr. Hoffa, and represented certain firms in Chicago as a middleman, so to speak, with Mr. Hoffa.

Mr. KENNEDY. What was the purpose of his organization—Mr. John Bridges—as you understood it?

Mr. JOHNSON. Well, generally it was to help solve grievances for the employees. The grievance committees as set up by the contract were composed of a certain number of operators and a certain number of the union officials. If the grievance committee could not solve the problem, if there was a deadlock in the committee, the case was then referred to Chicago.

Mr. KENNEDY. Why was it felt that Mr. Bridge could do this better than anyone else?

Mr. JOHNSON. Well, primarily he was acquainted with Mr. Hoffa, and most of us were not. He was closer to the source and, naturally, what Mr. Hoffa said was the law.

Mr. KENNEDY. It was that he could go directly to Mr. Hoffa; is that right?

Mr. JOHNSON. That is correct.

Mr. KENNEDY. And he would not have to go through the usual grievance machinery and deal with the local union officials and local business agents?

Mr. JOHNSON. That is correct.

Mr. KENNEDY. If you got into any business difficulty, Mr. John Bridge could take your problem right to Mr. Hoffa, right to the top?

Mr. JOHNSON. Yes, sir.

Mr. KENNEDY. And it was this relationship with Mr. Hoffa that led these trucking companies to join up with John Bridge, was it not?

Mr. JOHNSON. Yes, sir.

Mr. KENNEDY. You have a uniform contract, is that right, the trucking companies?

Mr. JOHNSON. Yes, sir.

Mr. KENNEDY. After you have a uniform contract, the big question is the enforcement of the contract, is it not?

Mr. JOHNSON. Under article 1 is one thing, and interpretations of the contract are another thing else.

Mr. KENNEDY. If you had somebody in court, so to speak, if you had somebody that was closely associated with Mr. Hoffa, this could be an advantage as far as the interpretation of the contract?

Mr. JOHNSON. Well, we felt that it would be; yes.

Mr. KENNEDY. And is it not generally known that certain of the trucking companies have a more liberal interpretation of their contracts than others? Is that not generally known?

Mr. JOHNSON. Well, in the form of a rumor, that is all I could say.

Mr. KENNEDY. But it is generally accepted in the trucking business that certain companies do not have their contracts with the Teamsters Union enforced as strictly and vigorously as others?

Mr. JOHNSON. Yes, sir; that happens.

Mr. KENNEDY. Mr. Bridge handled all of these kinds of matters, did he not?

Mr. JOHNSON. Not all of them.

Mr. KENNEDY. He handled a considerable amount of them?

Mr. JOHNSON. By that question, are you referring to the negotiation of the contracts or the interpretations of the contracts?

Mr. KENNEDY. Yes.

Mr. JOHNSON. Well, not the negotiation of the contract.

Mr. KENNEDY. The interpretation?

Mr. JOHNSON. He helped on the interpretation; yes, sir.

Mr. KENNEDY. On the question of these letters that went out and the enforcement of the "hot cargo" clause, it was to the advantage of the union more than to a company, was it not?

Mr. JOHNSON. Definitely.

Mr. KENNEDY. If the union could get concerted action by the employers or the other truckdrivers against the company that was being struck, or the company with whom the union had this disagreement, the union was in a far better position?

Mr. JOHNSON. Correct.

Mr. KENNEDY. When Mr. John Bridge was sending out these various letters to truckowners, was he acting for the union or was he acting for the truckowners?

Mr. JOHNSON. I would say he was acting for the truckowners.

Mr. KENNEDY. Why would you say that?

Mr. JOHNSON. Well, because he was, to all intents and purposes, trying to protect the operators to the best of his ability.

Mr. KENNEDY. Was this "hot cargo" clause, a clause in the contract which the truckowners approved of?

Mr. JOHNSON. I would hardly say approved, but we had to accept that.

Mr. KENNEDY. It was something that was in the contract efficiently and which had to be lived up to; is that right?

Mr. JOHNSON. That is correct.

Mr. KENNEDY. John Bridges' operation was as an enforcement arm for the union, to make sure that the truck companies better live up to this contract, to inform the truck companies that they better live up to this contract, was it not?

Mr. JOHNSON. Well, I don't know. I don't quite understand your question there. He was not enforcing anything. He was merely

notifying us that certain things might happen if we did not discontinue doing business with these companies.

We tried several times to get the union to give us that notification. We wanted to get that in writing, if possible. But we were never able to do that.

It was merely given to us by notification from Mr. Bridge with threats and innuendos from rumors outside that such and such was going to happen.

I at first didn't pay too much attention to that because I didn't think it was legal and didn't think we would have to live up to it.

But they told us that we would not be struck in Nebraska, but some place outside of Nebraska.

The next thing we knew, or I knew, was that several of the companies had wildcat strikes, so to speak. They were pulled down for a day or 2 days and then allowed to go back to work.

Mr. KENNEDY. Because they happened to handle goods of these trucking companies that were having the dispute with the Teamsters.

Mr. JOHNSON. That is what we were told; yes, sir.

Mr. KENNEDY. Mr. Bridge's office was coordinating these operations of the union against these trucking companies; was it not?

Mr. JOHNSON. Well, I don't know how he coordinated it.

Mr. KENNEDY. He is the one who sent out the notice and told you if you handled any of the goods of these trucking companies that were being struck, you, yourself, would be in difficulty?

Mr. JOHNSON. That is correct.

Mr. KENNEDY. That is performing the service, certainly of the union.

Mr. JOHNSON. Yes, it is, in a way.

Mr. KENNEDY. And that brings about the enforcement of the contract for the union?

Mr. JOHNSON. That is correct.

Senator CURTIS. I might ask just one question.

Was it your understanding that Mr. Bridge was paid by the council or committee of truckowners that he purported to represent?

Mr. JOHNSON. Yes; he was.

Senator CURTIS. Did he ever disclose to you, directly or indirectly, that he might have also been paid by the Teamsters?

Mr. JOHNSON. No, sir.

Senator CURTIS. Was Barney Baker ever out there to take part in any of these incidences where you were forced to not interline freight with Coffey or Clark?

Mr. JOHNSON. Yes, sir; he was. In fact, he was over at my office at one time and that is the only notice that I ever got from the union. I think he slipped.

At that time, Clark Bros. had backed up to our dock to pick up a load of transfers. Baker and a man by the name of Steele, one of the local officials, happened to be on the premises and when their truckdriver saw them he immediately left. But Baker and Steele came into my office and informed me that I was going to have some trouble if we didn't discontinue that, that article 9 of the contract was in effect whether or not it was in writing.

Senator CURTIS. Whether or not what was in writing, the notice?

Mr. JOHNSON. Whether our notice was in writing.



Senator ERVIN. Under article 9, a carrier contracts not to require its employees to handle the goods of any person or firm with which the Teamsters had a controversy of any kind whatsoever; did it not?

Mr. JOHNSON. That is correct.

Senator ERVIN. Regardless of whether the controversy referred to a labor matter or anything else?

Mr. JOHNSON. Yes, sir. It is a very vicious and ruthless article, and somehow, somehow, it should be gotten out of the contracts.

But I don't know how it is going to happen.

Senator ERVIN. But carriers had virtually no choice in the matter. They had to either agree to that or run the risk of economic reprisals; did they not?

Mr. JOHNSON. That is correct.

Mr. KENNEDY. How did you happen to join up with George Bridge originally, Mr. Johnson?

Mr. JOHNSON. Well, he was introduced to us, I believe, by Watson Bros.—I am not sure, my mind is a little foggy—as being a capable person to handle labor problems for us in Chicago.

Inasmuch as Chicago is quite some distance from home, I could see some advantages to having a representative in Chicago to handle these matters for us.

Mr. KENNEDY. Was his relationship with Mr. Hoffa explained to you at that time?

Mr. JOHNSON. It was explained that he knew Mr. Hoffa very well.

Mr. KENNEDY. And was it explained that he could go directly to Mr. Hoffa on the interpretation of the contracts and on the grievances?

Mr. JOHNSON. Yes, sir.

Mr. KENNEDY. That is a tremendous advantage; is it not?

Mr. JOHNSON. Yes; it is. I mean from an economic standpoint and also having somebody who can talk to the man.

Mr. KENNEDY. What is the local business agent and local Teamster official that should be handling these things, what are their attitudes toward this situation where Mr. John Bridge can go over their heads and go right to Mr. Hoffa; do you know?

Mr. JOHNSON. Well, I don't know what their attitude would be. However, I think if they were relieved of making a decision and Mr. Hoffa made it for them, they would be grateful.

Mr. KENNEDY. But it takes the complete operation out of their hands and places it completely in Mr. Hoffa's hands?

Mr. JOHNSON. Well, it leaves their hands anyway, when it goes to the central committee in Chicago.

Senator ERVIN. As a matter of fact, in most of these cases where article 9 of the agreement was invoked against other carriers, you got your first notice of the fact it was invoked from Mr. Bridge?

Mr. JOHNSON. Well, his letters never stated that. But by rumor and innuendo we were given to understand that is what was going to happen.

Senator ERVIN. The first time you knew that these other carriers were not to be dealt with, that you first got that information, it was from Mr. Bridge rather than anybody else?

Mr. JOHNSON. Yes, sir.

Mr. KENNEDY. Here is one of the letters, Mr. Chairman. It is dated December 21, 1955:

We are advised that a primary labor dispute exists between Clark Bros., Norfolk, Nebr., Coffey Transfer Co., Alma, Nebr., and the Nebraska local Teamster Union. Interlining freight shipments with either or both of these motor lines might immediately involve your company in an interruption of your operation outside the State of Nebraska.

This information comes to you as a service to our members and other motor-truck executives.

Yours truly,

MOTOR CARRIERS LABOR ADVISORY COUNCIL,  
JOHN BRIDGE, *Executive Chairman*.

Senator ERVIN. Is that the type of letter you received?

Mr. JOHNSON. Yes, sir; it sounds very familiar. Of course, as I say, I have been out of the business now for 2 years, and my memory is a little foggy on everything.

Senator ERVIN. But you received notice of the decree, so to speak, of the Teamsters Union through Mr. Bridge?

Mr. JOHNSON. Yes, sir.

Senator CURTIS. So far as you know, did you or other truck operators, unionized or not, have any desire on your own part to cease doing business with Coffey, Clark Bros., or any other licensed operator?

Mr. JOHNSON. Very definitely not. As a matter of fact, the short-line carriers in Nebraska are valuable to the long-line carriers inasmuch as they act as feeders either in distribution of the freight or in bringing freight from out of State, which is very costly for a long-line operator.

Senator ERVIN. And they do serve small communities, in rural areas, and long hauls under different economic conditions than the individual who is transporting freight between large metropolitan centers?

Mr. JOHNSON. That is correct. However, the unions have insisted that even though they come from Norfolk or Alma, Nebr., that they sign the same contract that is in existence, or with the same terms and conditions, that exists in Detroit and Chicago, and pay the same salaries, which these small lines just can't afford to do. There is not that much money in the business.

Senator ERVIN. And these small lines, I believe you said, handle business to the advantage of the public which the larger lines could not economically afford to handle; is that true?

Mr. JOHNSON. That is correct.

Senator ERVIN. I understand you want to catch a plane pretty soon?

Mr. JOHNSON. Yes; I do.

Senator ERVIN. The committee wants to thank you for coming before the committee and giving it the benefit of your evidence. I can't imagine any need to recall you, but if we should have to recall you for further evidence, could you come after reasonable notice of time and place?

Mr. JOHNSON. Yes, sir.

Senator ERVIN. The committee thanks you and excuses you from further attendance. The committee will recess until 2 o'clock.

(Whereupon, at 12:20 p.m., the committee recessed with the following members present: Senators Ervin and Curtis, to reconvene at 2 p.m., same day.)

## AFTERNOON SESSION

Senator ERVIN (presiding). The committee will come to order.

(Members of the select committee present at the convening of the afternoon session were Senators Ervin and Curtis.)

Senator ERVIN. Mr. Barry, will you come back to the stand for a moment?

## TESTIMONY OF DESMOND A. BARRY—Resumed

Senator CURTIS. Mr. Barry, you have been previously sworn.

Something occurred to me after you left the stand yesterday. You read an affidavit of a former Teamster official in, I believe, the Oklahoma City area, to the effect that he and at least some other union members, possibly two, were the instigators or promoters of the boycott. You recall that, do you?

Mr. BARRY. That is correct, sir.

Senator CURTIS. My question is this: Do you know of any other union members, officials, or former members or former officials, in that area who take the same position, and who have said so?

Mr. BARRY. Yes, sir; there are quite a few others.

Senator CURTIS. Could you name some of them and, in general, give their address?

Mr. BARRY. Yes, I have talked to a large number of the members and a number of the officers. There is a Mr. Don Capshaw.

Senator CURTIS. Do you know how to spell that?

Mr. BARRY. I think it is C-a-p-s-h-a-w, of Oklahoma City. It is my understanding that he is the president-elect, but was not permitted to take office, and it is a matter of various charges within the union being undertaken under their constitution now.

I understand that a Mr. Ernest Hieden could be a corroborative witness under subpoena on that issue; that a Mr. Oscar Lair. I know that there was a Mr. Mitchell involved in our case who, I am given to understand, would give testimony under subpoena.

I am mentioning a number of these in the firm belief, as has been told to me, that they are not anxious to testify, but they would tell the truth under subpoena.

Senator CURTIS. The reason I asked the question, and asked permission to have you called back, is that I thought it involves a rather far-reaching principle and situation if that contention is true. I did not think that the one affidavit should stand alone if there was a possibility of other information on it.

Mr. BARRY. I would agree with you, sir, and I might even suggest going a little further than that. In the exhibits in one of our court cases there is a letter from Dusty Miller, of the Southern Conference of Teamsters, to the president of the local at Galveston, to the president of the local at Houston, to the president of the local at Oklahoma City, instructing them to go out and organize Galveston or shut them down. I think it would be extremely important to the issue of that affidavit that consideration be given to what testimony they might afford the issue.

At the same time, I think it would probably be of extreme interest for the carrier's party, as listed in that affidavit, to be allowed to defend their own position.



Senator CURTIS. Mr. Chairman, I ask unanimous consent that this testimony, if possible, when printed be printed with Mr. Desmond Barry's previous appearance.

Senator ERVIN. It is so ordered, if it is possible.

Mr. BARRY. Thank you, sir.

Senator ERVIN. Thank you.

Mr. KENNEDY. Mr. John Bridge, Mr. Chairman.

Senator ERVIN. Mr. Bridge, stand and be sworn, please.

You do solemnly swear that the evidence you shall give before this Senate select committee shall be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. BRIDGE. I do.

TESTIMONY OF JOHN BRIDGE, ACCOMPANIED BY COUNSEL,  
HERBERT BURSTEIN

Senator ERVIN. Will you please, for the purpose of the record, give your full name, your occupation, and your address.

Mr. BRIDGE. My name is John Bridge. I reside at 65 West Jackson Boulevard, Chicago. Our office is in the Fisher Building, 343 South Dearborn Street, Chicago.

Senator ERVIN. Mr. Bridge, are you represented by counsel?

Mr. BRIDGE. I am executive chairman of the Motor Carrier Labor Advisory Council.

Senator ERVIN. Are you represented by counsel?

Mr. BRIDGE. I beg your pardon, sir. Yes; I am.

Senator ERVIN. Will counsel please identify himself for the record?

Mr. BURSTEIN. Mr. Chairman, my name is Herbert Burstein. I am an attorney at law. I maintain an office at 160 Broadway, in the city of New York.

Senator ERVIN. Thank you.

Proceed, Counsel.

Mr. KENNEDY. Mr. Bridge, how long have you been in this business in Chicago, as a labor-relations consultant?

Mr. BRIDGE. Since the fall of 1953.

Mr. KENNEDY. And what were you doing prior to that time?

Mr. BRIDGE. I was engaged in motortruck transportation as an officer.

Mr. KENNEDY. What was the name of that company?

Mr. BRIDGE. I started out in 1932 with Interstate Motor Freight System Lines.

Mr. KENNEDY. Where was that located?

Mr. BRIDGE. Detroit and Grand Rapids, Mich. I afterwards operated Bridgeways, Inc., also of Detroit, operating common carrier throughout the area and States beginning with Minnesota, Wisconsin, Illinois, Indiana, Ohio, Pennsylvania, New York, and Massachusetts.

Mr. KENNEDY. Is that the only other trucking company that you were associated with?

Mr. BRIDGE. Well, as an officer, yes.

Mr. KENNEDY. What about as an owner?

Mr. BRIDGE. Officer or owner.

Mr. KENNEDY. Interstate and what was the owner of the other one?

Mr. BRIDGE. Bridgeways, Inc.

Mr. KENNEDY. When did that go out of business, or is it still in business?

Mr. BRIDGE. No; it closed out in 1951.

Mr. KENNEDY. When did you leave Interstate?

Mr. BRIDGE. In, I would say, the spring of 1943.

Mr. KENNEDY. And you left Bridgeways in 1951; is that right?

Mr. BRIDGE. No; 1949.

Mr. KENNEDY. When in 1949?

Mr. BRIDGE. October.

Mr. KENNEDY. For what reason did you leave Bridgeways, Inc.?

Mr. BRIDGE. Your question, sir?

Mr. KENNEDY. I am sorry. For what reason did you leave Bridgeways, Inc.?

Mr. BRIDGE. Well, primarily for health reasons.

Mr. KENNEDY. What did you do from October 1949 to 1953?

Mr. BRIDGE. Well, in 1949-50 I was inactive. In 1951-52 I was representing Ringsby Truck Lines and Watson Bros.

Mr. KENNEDY. What was the first one?

Mr. BRIDGE. R-i-n-g-s-b-y, Ringsby Truck Lines, of Denver, Colo., and Watson Bros., of Omaha, Nebr. I was specifically working on an expansion program.

Mr. KENNEDY. Have you represented any other truck companies other than the ones that you represent in your firm in Chicago? Have you represented any other truck companies other than Ringsby and Watson?

Mr. BRIDGE. Do I or have I?

Mr. KENNEDY. Have you?

Mr. BRIDGE. Well, I now represent a number of carriers.

Mr. KENNEDY. With the exception of those trucking companies that you represented since 1953 through your office.

Mr. BRIDGE. Yes, I have done some work for carriers that are not members of the council on occasion.

Mr. KENNEDY. Give us those names, please.

Mr. BRIDGE. Pacific Inter-Mountain Express, Denver and Chicago. I believe that is about all that I have taken any active interest in.

Mr. KENNEDY. While with these trucking companies, or while you had an interest in any trucking companies, did you make any payments directly or indirectly to any union officials?

Mr. BRIDGE. No.

Mr. KENNEDY. You never did?

Mr. BRIDGE. No.

Mr. KENNEDY. Did you give any instructions to any of your employees to make any payments directly or indirectly to any Teamster Union official?

Mr. BRIDGE. No.

Mr. KENNEDY. Did you have any knowledge of any payments that were being made directly or indirectly to any union officials by your employees?

Mr. BRIDGE. No.

Mr. KENNEDY. Nobody under your direction or control, to your knowledge, made any payments directly, or indirectly to any Teamster officials?

Mr. BRIDGE. Nothing except perhaps some entertainment, which was common practice.

Mr. KENNEDY. I am talking about cash gifts.

Mr. BRIDGE. No, not that I know of.

Mr. KENNEDY. You know of none?

Mr. BRIDGE. No.

Mr. KENNEDY. Did you operate McComb-Benedict Ways, Inc.?

Mr. BRIDGE. That was part of Bridgeways.

Mr. KENNEDY. Did you have a Mr. L. G. Davis working for you?

Mr. BRIDGE. I did.

Mr. KENNEDY. Were you aware of the payments that Mr. L. G. Davis was making to certain Teamster officials?

Mr. BRIDGE. I don't believe he did. I never knew of it.

Mr. KENNEDY. Didn't he keep you advised as to how these payments were to be listed? Didn't you advise him how these payments were to be listed in the books and records of the company?

Mr. BRIDGE. I did not.

Mr. KENNEDY. Didn't, specifically, he tell you of payments that he made to Rolland McMaster, for instance?

Mr. BRIDGE. He did not.

Mr. KENNEDY. He never mentioned that to you?

Mr. BRIDGE. No.

Mr. KENNEDY. Didn't he tell you about the payments that he made to Neumacher, in Columbus, Ohio, a Teamster official there?

Mr. BRIDGE. He never mentioned any payments that he did make to them. He did talk about heavy expenses entertaining them, both in Columbus and other points, but never mentioned any cash contributions.

Mr. KENNEDY. When he entertained them, those payments were listed in the books and records. I am not talking about those payments, where he listed dinner or lunch for these individuals, these Teamster officials. Those were numerous, and we have all of those listed. I am talking about where the payments were in the form of cash, anywhere from \$100 to \$400.

Mr. BRIDGE. He never mentioned it to me.

(Present in the hearing room: Senators Ervin and Curtis.)

Mr. KENNEDY. You say that he never mentioned about the payments to Rolland McMaster?

Mr. BRIDGE. No, he did not.

Mr. KENNEDY. What about Dave Johnson as the business agent for local 299?

Mr. BRIDGE. The same thing. He told me of having expenses, but never mentioned any cash payments.

Mr. KENNEDY. Did he tell you he was making payment to the Teamster officials in Indianapolis?

Mr. BRIDGE. No.

Mr. KENNEDY. You never mentioned that at all, Mr. Bridge?

Mr. BRIDGE. No.

Mr. KENNEDY. You never knew he was making any payments to any Teamster officials in Indianapolis?

Mr. BRIDGE. I never recalled any Teamster officials in Indianapolis getting any money from us.



Mr. KENNEDY. Do you remember paying some of the county officials, in the tax assessor's office in Marion, Ohio?

Mr. BRIDGE. I do not.

Mr. KENNEDY. In order for the Marion County, Ohio, officials to give you a favorable ruling for your trucking?

Mr. BRIDGE. I did or he did?

Mr. KENNEDY. That he made payment and discussed it with you, to certain tax officials, back in 1948?

Mr. BRIDGE. I don't recall it.

Mr. KENNEDY. He never mentioned that to you?

Mr. BRIDGE. If he did, I don't recall it now.

Mr. KENNEDY. That would be something you would remember, would it not, Mr. Bridge?

Mr. BRIDGE. I would think so, but I don't recall it.

Mr. KENNEDY. What about the Teamster officials in Columbus, Ohio? Did he mentioned that to you, the gifts?

Mr. BRIDGE. Only that it was entertainment.

Mr. KENNEDY. Not any gifts in cash?

Mr. BRIDGE. No.

Mr. KENNEDY. Mr. Chairman, I based these questions on material in the possession of the committee staff. Mr. Bridge's answer is contradictory to the information that we have. We will just have to pursue the matter further.

Have you ever made any payments directly or indirectly to Mr. James Hoffa?

Mr. BRIDGE. I have not.

Mr. KENNEDY. Have you ever had any business dealings at all with Mr. Hoffa?

Mr. BRIDGE. You mean in business?

Mr. KENNEDY. Financial transactions?

Mr. BRIDGE. No.

Mr. KENNEDY. You have not?

Mr. BRIDGE. No.

Mr. KENNEDY. How long have you known Mr. Hoffa?

Mr. BRIDGE. Since 1935.

Mr. KENNEDY. Do you ever visit at his home?

Mr. BRIDGE. No. I think I called at his summer place once for a few minutes to talk to him about a grievance matter.

Mr. KENNEDY. Have you ever gone out with him socially?

Mr. BRIDGE. No.

Mr. KENNEDY. Never have?

Mr. BRIDGE. No.

Mr. KENNEDY. Do you consider yourself a close friend of his?

Mr. BRIDGE. Well, I am on a friendly basis with him, I would say. I try to be.

Mr. KENNEDY. Do you have some sons who were in the trucking business also?

Mr. BRIDGE. I have one son in the trucking business.

Mr. KENNEDY. What is his name?

Mr. BRIDGE. William O. Bridge, operating as Baker's Driveaway in Detroit.

Mr. KENNEDY. Do you know the financial transactions that his company had with Mr. Hoffa?

Mr. BRIDGE. In a brief way, very briefly, very sketchily; no, I don't know the details.

Mr. KENNEDY. According to the testimony we have had, Baker Driveaway was the one that rented the trucks from Mr. Hoffa's company when he was in the trucking business.

Mr. BRIDGE. I have heard that, but I don't know it as a fact.

Mr. KENNEDY. He purchased Mr. Hoffa's company for \$10,000 when it was worth minus \$4,000.

Mr. BRIDGE. What was that?

Mr. KENNEDY. He purchased Mr. Hoffa's company, at the time it was worth a minus \$4,000, for \$10,000.

Mr. BRIDGE. I don't know that.

Mr. KENNEDY. You weren't aware of that?

Mr. BRIDGE. No.

Mr. KENNEDY. Did you talk to Mr. Hoffa before setting yourself up as a labor relations consultant in Chicago?

Mr. BRIDGE. I talked to him many times before that.

Mr. KENNEDY. Did you talk to him about setting up a labor relations consulting business?

Mr. BRIDGE. I may have; I don't recall.

Mr. KENNEDY. Do you remember what conversations you had with him about that matter?

Mr. BRIDGE. No; I don't.

Mr. KENNEDY. Did you have any conversations?

Mr. BRIDGE. Well, I say I may have. I don't recall them.

Mr. KENNEDY. He was the president of the Central Conference of the Teamsters at the time. I would be a matter of some importance, Mr. Bridge. Do you remember any conversation you had with him about the matter?

Mr. BRIDGE. No; I don't remember any particular conversation.

Mr. KENNEDY. How is it arranged for you to send out these various letters that you do containing a list of those with whom the Teamsters Union is having some difficulty and that these other carriers should not handle their freight? How do you get that information, Mr. Bridge?

Mr. BRIDGE. Well, whenever there was a violation of an item in the contract, very frequently union business agents or officers would call me and advise me that a carrier or carriers were in violation of the article 9.

Mr. KENNEDY. Would you furnish them the names of the carriers with whom they should not do business?

Mr. BRIDGE. If they notified me, as they did from time to time, when the carrier was engaged in a labor dispute, yes, I did.

Mr. KENNEDY. How often would these lists go out to various carriers?

Mr. BRIDGE. There were no lists, as you seem to infer, there was no fixed lists. There were various names that went out.

Mr. KENNEDY. Well, the names would change from time to time and you would keep everybody up to date as to whose freight was not to be handled?

Mr. BRIDGE. Only when I was notified by the union that someone was in violation.

Mr. KENNEDY. How often would you send the lists out, Mr. Bridge?

Mr. BRIDGE. Sometimes once a week; 2 weeks, once a month.

Mr. KENNEDY. Did you also send out lists of carriers whose freight could be handled, a sort of white list in contrast to the black list?

Mr. BRIDGE. I may have advised these carriers that there were specified organized carriers who were serving certain communities, certain areas.

Mr. KENNEDY. Why would you do that?

Mr. BRIDGE. Well, as a matter of assisting them in selecting facilities to take care of their disputes.

Mr. KENNEDY. Did you ever inquire into finding out what the nature of the labor dispute was, as to its merits, to find out whether the employees of this other carrier were interested in joining the union?

Mr. BRIDGE. No.

Mr. KENNEDY. You did not feel that was part of your job?

Mr. BRIDGE. The only thing I did was to find out whether or not, from sources that were available to me, usually the management of the company, whether or not they were in violation of article 9.

Mr. KENNEDY. When you send out a list, for instance, the Coffey Trucking Co., did you determine whether the employees of the Coffey Trucking Co. were interested in joining the Teamsters?

Mr. BRIDGE. I did not.

Mr. KENNEDY. Didn't you feel that was an important matter?

Mr. BRIDGE. No.

Mr. KENNEDY. You did not? You feel that what you were doing was of great assistance to the Teamsters Union; was it not?

Mr. BRIDGE. What I was doing was what?

Mr. KENNEDY. Was of great assistance to the Teamsters Union, was it not?

Mr. BRIDGE. I did not. I was protecting our members from interruption of their service or trying to.

Mr. KENNEDY. Would you send out the names of these so-called blacklisted firms or companies, would you send out their names to people for whom you did not work, people who were not members of your council?

Mr. BRIDGE. I never sent any blacklist of names out. That is a misnomer. Somebody is inferring something that was never true.

Mr. KENNEDY. It amounts to a blacklist?

Mr. BRIDGE. It is not.

Mr. KENNEDY. You are sending out a list of names of companies whose freight should not be handled by your members?

Mr. BRIDGE. So long as they are engaged in a labor controversy with the union it was my right to send out notices to these various carriers I represented and to others who might be in trouble and in that event would cause our people trouble.

Mr. KENNEDY. So you did send these names out to other carriers who were not members of your council?

Mr. BRIDGE. If I thought it was going to affect our members.

Mr. KENNEDY. You were a sort of coordinating body for the Teamsters Union, Mr. Bridge?

Mr. BRIDGE. That seems to be your impression, Mr. Kennedy, but I have a responsibility to those people who pay me and that was Motor Carriers.



Senator CURTIS. May I see one of the notices that was sent to someone other than the members of your conference?

Mr. BRIDGE. They were all the same kind of notices.

I haven't any with me. The investigator took copies of everything we sent out, I guess.

Mr. KENNEDY. You sent the same notice to nonmembers that you sent to the members of the council?

Mr. BRIDGE. If and when I sent them to a nonmember it was the same notice.

Senator CURTIS. You did send them to nonmembers?

Mr. BRIDGE. I believe I did.

Senator CURTIS. May I see some of those? I won't hold up the questioning.

Mr. KENNEDY. You would send out these lists not only to the members, but to the nonmembers and you sent copies of your letters to Mr. Hoffa and to other Teamster officials like Mr. Kavner?

Mr. BRIDGE. I may have.

Mr. KENNEDY. What would be the purpose of that?

Mr. BRIDGE. I am not sure I did. But if we did it was to notify them that I had carried out the intentions of the contract under article 9.

Mr. KENNEDY. What would your purpose be in sending it? For instance, this letter of June 27, 1955, was sent airmail special delivery to a number of individuals, including James Hoffa and Dick Kavner and it was regarding handling—

If you will read the letter to me.

Mr. BRIDGE (reading):

Attorney Weinberg acting for the Nebraska unions, succeeded in having the jurisdiction of the Nebraska's small carriers injunction removed from the Nebraska Industrial Regulations Court at Lincoln to a Federal court "temporarily." A hearing in this proceeding is set for Friday, July 1.

Union business representatives have repeatedly requested that the major carriers interlining with the small carriers of Nebraska should intervene in this action and request that the temporary injunction be made permanent.

I have only one interest in this matter, namely, if possible, to prevent you and other major carriers being exposed to a charge of contempt.

If the Small Carriers Association of Nebraska are successful in returning this dispute to the Nebraska State court, it is almost certain that you and the major carriers will be compelled to deny "interline exchange of freight," and your refusal to interline will subject you to contempt charges that could be avoided if you will join with the attorney for the unions in an attempt to keep the jurisdiction in the hands of the Federal court.

I have conferred with attorneys at Chicago who confirm the opinion I am expressing to you.

Yours truly,

MOTOR CARRIER LABOR ADVISORY COUNCIL,  
JOHN BRIDGE, *Executive Chairman*,

Mr. KENNEDY. That letter was sent airmail special delivery to a number of individuals, including James Hoffa and Dick Kavner?

Mr. BRIDGE. It could have been.

Mr. KENNEDY. What was the purpose in sending letters to them?

Mr. BRIDGE. The purpose was because these carriers, as I recall it, were seeking at the expense of the organized carriers for certain rates.

Mr. KENNEDY. Why were you so anxious to have the hot cargo clause lived up to or enforced, enforced by the members of your council and these other individuals?

Mr. BRIDGE. I never was in favor of the hot cargo clause, but if the various carriers signed that contract with the hot cargo clause included, I believe they were obligated and I was advised by counsel that they were obligated.

Mr. KENNEDY. Certainly if a Nebraska court ruled that they could not enforce the hot cargo clause, then they would not be obligated then, to live up to it.

Mr. BRIDGE. These carriers that I represent for the most part were operating in several States.

Mr. KENNEDY. Yes, but certainly that would be a good defense, would it not?

Mr. BRIDGE. It would be a good defense outside of Nebraska.

Mr. KENNEDY. You don't feel that would be a defense?

Mr. BRIDGE. No.

Mr. KENNEDY. That is the point here. I don't see why you didn't go in and attempt in this case to have the issue remain where it did, and then go to your carriers and use this as a defense, to say a court has ruled in the State of Nebraska that we cannot enforce this.

Mr. BRIDGE. I didn't instigate these proceedings. All I did was try to protect the carriers who were vulnerable outside the State of Nebraska.

Mr. KENNEDY. The point is you were trying to keep it out of a court in Nebraska where it might be held invalid. You were helping and assisting in that.

Mr. BRIDGE. Well, I was only trying to protect the carriers who are vulnerable in more than one State.

Senator ERVIN. But you were interested in a suit which involved carriers in Nebraska who operated in Nebraska?

Mr. BRIDGE. Yes, and outside.

Senator ERVIN. How in the world could a suit involving carriers who operated in Nebraska affect carriers who operated in other States?

In other words, you profess to be adverse to the hot cargo contract, and yet you advised these carriers to make a common cause with the union to keep the carriers that only did business in Nebraska from getting a possible adjudication that the clause was null and void as against public policy.

Mr. BRIDGE. No; that wasn't the purpose of my letter, and that wasn't the purpose of my advice. I said to you and I say again, I am opposed to the "hot cargo" clause. I always have been. But those who were negotiating the contract for the Central States and for many other areas in the United States, I think it is almost unanimous in every contract now, consented to it under pressure perhaps from union negotiators.

Having consented and including it in the contract, I felt obligated to comply with it.

Senator ERVIN. That may be a satisfactory explanation to me, but it doesn't explain to me why a man who is opposed to a contract tries to get his clients to take a course of action which will prevent a court from adjudicating, making an adjudication, in accordance with what he professes to be his views.

Mr. BURSTEIN. Mr. Chairman, may I be heard for a moment?

Senator ERVIN. Sir?

Mr. BURSTEIN. May I be heard for one moment?

Senator ERVIN. You may advise your client on the law. On what subject do you wish to be heard?

Mr. BURSTEIN. I wasn't going to suggest an answer to the question you posed. I did want to point out to Your Honor that the United States Supreme Court in the last term upheld that the "hot cargo" clause was not null and void but, on the contrary, held it was a legal clause.

Senator ERVIN. That is not involved here. That decision had not been handed down at the time Mr. Bridge was trying to get his clients to make common cause with the union to keep it out of a State court.

Mr. BURSTEIN. But, Mr. Chairman, several courts of appeal, including the second circuit in the Ravowin case, Conway Express, expressly held that the clause was a legal one, and the National Labor Relations Board in a series of opinions, ranging from the Shetty case down to the McAllister case, had had a very strong difference of opinion and the majority holding that the clause was not illegal, per se.

Senator ERVIN. I am familiar with those decisions and I am familiar with the fact that an act of Congress has been interpreted to permit a "hot cargo" clause in some cases under the Taft-Hartley law, whereas it has also been held in other cases that it is involved under the Interstate Commerce Commission Act.

Mr. BURSTEIN. The Commission in the Galveston and other cases held that the clause was invalid, but there have not been any others. There is a recent case which throws considerable doubt on the validity of the holding of the district court.

Senator ERVIN. Thank you. I will suggest that we proceed with the evidence. I am, I will admit, somewhat mystified to understand this. Here it appears that Mr. Bridge got information in the first instance from the union, and he gives his advice on the basis of the information from the union, which is certainly a nice thing for the union, because it saves them postage stamps, as well, perhaps, as telephone calls.

Mr. BURSTEIN. I presume that was a rhetorical question. You didn't want an answer from me, sir?

Senator ERVIN. No; it is a self-evident proposition. It is no question at all.

Proceed, Mr. Counsel.

Mr. KENNEDY. I would like to have you identify this letter, Mr. Bridge.

(Document handed to witness.)

Mr. BRIDGE. Yes; I do.

Senator ERVIN. Let the letter identified by the witness be marked "Exhibit No. 40" and made a part of the record.

(The document referred to was marked "Exhibit No. 40" for reference and will be found in the appendix on p. 15756.)

Mr. KENNEDY. This is to Mr. Howard Johnson, president, Independent Truckers, Inc.

DEAR SIR: Bulletins or letters posted at your terminal by interstate carriers and signed by Nebraska representatives of the Teamsters Union will not change your status with regard to interchange of the freight with these carriers. I am reliably informed that your interstate motortruck operations outside of the



State of Nebraska will be subject to economic action or interruption of service if you decide to resume interlining of freight with these intrastate carriers.

Releasing this information is part of our regular Motor Carrier Labor Advisory Council service.

Yours truly,

MOTOR CARRIER LABOR ADVISORY COUNCIL  
SERVICE,

(Signed) JOHN BRIDGE, *Executive Chairman*.

What did you refer to when you said bulletins or letters posted at your terminal by interstate carriers and signed by Nebraska representatives of the Teamsters Union?

What did you refer to?

MR. BRIDGE. I don't recall the bulletins referred to. I don't recall what they were about. But at one time the carriers in Nebraska did post notices to the effect that they were not demanding that their employees refuse to handle freight of or between certain carriers who were engaged in a labor conflict with the union.

MR. KENNEDY. So this was an agreement, a stipulation, on the part of the Teamsters and the Teamsters Union not to prevent or try to prevent trucking companies from handling the freight of these various companies?

MR. BRIDGE. No; I don't recall it as that, Mr. Kennedy.

MR. KENNEDY. You tell me again what it was.

MR. BRIDGE. As I recall it, if it was what I think it was, it was letters that were posted or bulletins that were posted stipulating that a carrier was not instructing his employees to refuse to interline freight with any carrier, and naming them, probably, or if not naming them specifying the carriers that were engaged in a dispute with the local unions.

MR. KENNEDY. What about the Teamsters Union? What were they going to cease to do?

MR. BRIDGE. Well, in the case of Independent Truckers, Inc., they were operating outside of the State, and, therefore, were vulnerable and subject to economic action on the part of the Teamsters if they so wished.

MR. KENNEDY. Didn't the Teamsters Union agree to cease and desist from putting economic pressure on the employees of these various companies for them to stop handling it?

MR. BRIDGE. The Omaha local only.

MR. KENNEDY. This agreement is signed by the international union, attorney for the international union, and for the secretary-treasurer of local 554.

MR. BRIDGE. Yes, but I think that applied only to Omaha, which, of course, is local 554.

MR. KENNEDY. It doesn't say anything about just applying to Omaha.

MR. BRIDGE. Well, I don't believe it was posted outside.

MR. KENNEDY. It doesn't say anything about that here.

MR. BRIDGE. I am answering you as I remember it.

MR. KENNEDY. This is the agreement. What I am trying to find out from you is this: Even though this agreement was made and was posted by the Teamsters Union, you notified all of the carriers, evidently, or at least Mr. Howard Johnson, some days after this agreement was reached, not to pay any attention to the agreement.

MR. BRIDGE. No; I did not.

Mr. KENNEDY. That is certainly what this letter of December 10, 1955 amounts to.

Mr. BRIDGE. No; I disagree with you, Mr. Kennedy. I didn't make any such statement. I stated to these people from time to time that notwithstanding anything in the way of decisions affecting operations in Nebraska for themselves or others, it would not protect them from interruption of service outside of the States.

Mr. KENNEDY. This is posted in the places of business of the Coffey Transfer Co. It doesn't say it is limited to Nebraska. It is posted through an action of the National Labor Relations Board, and it is signed by the attorney for the International Brotherhood of Teamsters. It is obvious from the face of it that it involves the Teamsters Union generally. Then after that agreement was made by the Teamsters, where their word should be good, you send out a notice to the carriers and tell them not to pay any attention, they are going to be in difficulty anyway.

Mr. BRIDGE. It applies to Nebraska only and does not apply to operations outside the States.

Mr. KENNEDY. Why did the International Brotherhood of Teamsters attorney sign it?

Mr. BRIDGE. That is my interpretation.

Mr. KENNEDY. I say that you were working along with Mr. Jimmy Hoffa and the International Brotherhood of Teamsters in order to enforce this clause in the contract, and in order to put these small carriers out of business.

Mr. BRIDGE. I was not. I was trying to help the carriers and prevent an interruption of their service, and I mean the members of our council. That was my sole purpose in sending out the letters or verbally advising or taking any similar activity.

Mr. KENNEDY. Would you identify this?

Senator ERVIN. Incidentally, the paper was signed not only by the officials of the local, but it was signed by the International Brotherhood of Teamsters themselves by the attorney for the international union and it has, so far as I can determine, no limitation on time or space. The limitation is that they will not bring economic pressure on these various carriers not to refuse to handle the goods of Coffey Transfer, until such time as the Teamsters may become the bargaining representatives of Coffey. So it is apparently unlimited as to time and space, and it binds both the international as well as the local.

The only limitation is that it is to exist, apparently, until they become bargaining agent for the employees of Coffey.

Mr. BRIDGE. I don't believe the officers of the unions in Nebraska or anywhere else so interpreted it. That isn't my impression.

Mr. KENNEDY. The officers of the union?

Mr. BRIDGE. In Nebraska or elsewhere.

Mr. KENNEDY. That is why you were working directly and completely with the union?

Mr. BRIDGE. I was in very close touch with the situation to prevent any interruption of service to our carriers.

Mr. KENNEDY. It is obvious from these letters, Mr. Bridge, you were only interested in helping the Teamsters Union enforce their contract.

Mr. BRIDGE. That may seem obvious to you, but it was not the intention.

Mr. KENNEDY. Certainly from the letter that was written on the Nebraska court decision, and this letter here, which would both have given two outs to the enforcement of the contract, you bend over backward in your notification to all of the contractors that they better live up to the agreement anyway, and in the case of the Nebraska court they should take certain positive action to go in with the unions, that their attorneys should join with the union attorney.

Mr. BRIDGE. I will admit bending over backward to prevent any interruption on the part of members of our council.

Mr. KENNEDY. I should like to ask you what this letter means.

Senator ERVIN. Show the letter to Mr. Bridge and see if he can identify it.

(Document handed to the witness.)

(The witness conferred with his counsel.)

Mr. BRIDGE. Well, I think it means just what it says.

Senator ERVIN. Do you want it to be made an exhibit?

Mr. KENNEDY. Yes.

Senator ERVIN. Do you identify it?

Mr. BRIDGE. I beg your pardon.

Senator ERVIN. Did you identify this copy of a letter written by you?

Mr. BRIDGE. Yes, sir.

Senator ERVIN. Let the letter identified by the witness be marked "Exhibit 41" and made a part of the record.

(The document referred to was marked "Exhibit No. 41" for reference and will be found in the appendix on p. 15757.)

Mr. KENNEDY. Could I read from it?

Senator ERVIN. Yes.

Mr. KENNEDY. To Mr. John L. Keeshin, Eagle River, Wis.

Who is Mr. Keeshin?

Mr. BRIDGE. Well, he is a motortruck transportation executive, owner of Conklin Freight Lines and other motor truck activities.

Mr. KENNEDY. He is also a very close associate of Mr. Hoffa's, is he not?

Mr. BRIDGE. I would say they are friendly.

Mr. KENNEDY. Mr. Chairman, he is one of the individuals who loaned Mr. Hoffa \$5,000 in cash, and who operates out of Chicago.

DEAR MR. KEESHIN: I did not forget to call you or visit you at your office on Monday or Tuesday before you got away to Eagle River. However, as you know, this week the joint area committee met at the Shoreland Hotel. We finished our sessions at 1:30 Thursday afternoon. It was rather a hectic session, more than 100 grievance claims to be heard. Very thankful that half of them were disposed of by mutual agreement between the union and company management.

This is the paragraph that I think is of some interest.

So far as I know now, our friend will go on trial on Monday, June 17, at Washington with conditions somewhat more favorable for him. In any event, the various contacts suggested at our meeting at the Bismarck Hotel have been concluded with favorable results.

Would you tell me what that sentence means? I expect that you are referring here by "our friend will go on trial June 17, in Washington," I expect you are referring to Mr. James Hoffa?

Mr. BRIDGE. That is right.



Mr. KENNEDY [reading]:

With conditions somewhat more favorable for him.

And then:

In any event, the various contacts suggested at our meeting at the Bismarck Hotel have been concluded with favorable results.

What does that refer to?

Mr. BRIDGE. Well, I agreed to get in touch with certain carriers who I felt were friendly to our industry and see if anything could be done.

Mr. KENNEDY. What sort of things did you want done?

Mr. BRIDGE. Nothing particularly. Just to see what interest they might have.

Mr. KENNEDY. What were they going to do?

Mr. BRIDGE. I don't know.

Mr. KENNEDY. The carriers were going to be favorable to your interests, obviously. Who were you going to contact, and what did you want them to do?

Mr. BRIDGE. I think one of the things they wanted to do was to contact certain people in the press.

Mr. KENNEDY. Go ahead.

Mr. BRIDGE. Well, that is——

Mr. KENNEDY. Contact them about what?

Mr. BRIDGE. With reference to the publicity they were getting.

Mr. KENNEDY. Who was getting?

Mr. BRIDGE. Mr. Hoffa.

Mr. KENNEDY. What were they going to do? What were they going to say to the press?

Mr. BRIDGE. Well, I don't know that they would say anything but to try to put a better light on what he was doing.

Mr. KENNEDY (reading):

The various contacts suggested at our meeting at the Bismarck Hotel have been concluded with favorable results.

Who was contacted? Who did you refer to?

Mr. BRIDGE. I talked to Mr. William Wilson, for one.

Mr. KENNEDY. Mr. William Wilson? Who is he?

Mr. BRIDGE. Wilson Truck Lines, Sioux Falls, S. Dak.

(At this point, members of the committee present were Senators Ervin and Curtis.)

Mr. KENNEDY. What did you say to him?

Mr. BRIDGE. I think I talked to Stan Wassie.

Mr. KENNEDY. What did you say to William Wilson, first?

Mr. BRIDGE. I asked him to use his influence with the press, the people he knew.

Mr. KENNEDY. Who was he going to contact?

Mr. BRIDGE. I don't know.

Mr. KENNEDY. What was he going to say to the press?

Mr. BRIDGE. He was going to say to them probably that the press that Mr. Hoffa had had up to that time wasn't very favorable and wasn't entirely free from prejudice.

Mr. KENNEDY. Who was he going to contact?

Mr. BRIDGE. I don't know.

Mr. KENNEDY. You just called him up. You didn't know whom he knew among the press?

Mr. BRIDGE. No. I knew he had some contact.

Mr. KENNEDY. Who else did you contact?

Mr. BRIDGE. Those are the only two.

Mr. KENNEDY. Who was the second one?

Mr. BRIDGE. Stanley Wassie. He is president of Merchants Motor Freight Line.

Mr. KENNEDY. What did you say to him?

Mr. BRIDGE. We talked about public relations and Hoffa's press being unfavorable.

Mr. KENNEDY. What did you ask him to do?

Mr. BRIDGE. See what he could do to help straighten it out.

Mr. KENNEDY. Who was he supposed to contact?

Mr. BRIDGE. Some reporters in the Minneapolis area, Twin Cities area.

Mr. KENNEDY. So they would write nice things about Mr. Hoffa?

Mr. BRIDGE. Well, I don't know that I asked them to write nice things about him but they would get the facts out.

Mr. KENNEDY. What sort of facts did you want to get out about Mr. Hoffa that were good?

Mr. BRIDGE. I don't think that everything he does is bad.

Mr. KENNEDY. What sort of things did you want publicized about him for which you were making these contacts, that he had been friendly to you as an employer?

Mr. BRIDGE. No.

Mr. KENNEDY. You didn't want that?

Mr. BRIDGE. No.

Mr. KENNEDY. He had been friendly to Mr. Kenshaw in Chicago?

Mr. BRIDGE. Had he been friendly?

Mr. KENNEDY. No; that he had been friendly?

Mr. BRIDGE. No.

Mr. KENNEDY. That he had been friendly to certain trucking companies?

Mr. BRIDGE. No.

Mr. KENNEDY. That he had been a truck owner himself?

Mr. BRIDGE. No.

Mr. KENNEDY. That he sold his business to your son?

Mr. BRIDGE. No.

Mr. KENNEDY. What sort of things did you want to get out?

Mr. BRIDGE. Well, I would say that the idea was to have the press understand that he wasn't as bad as he looked in the papers as many areas were trying to make him out.

Mr. KENNEDY. How was that going to help in his trial in this bribery case in Washington?

Mr. BRIDGE. Unfortunately I think the press does have an influence.

Mr. KENNEDY. On the jury?

Mr. BRIDGE. Well, I don't know about juries but on the public and juries are the public.

Mr. KENNEDY. How is an article in Minneapolis going to affect the jury here in Washington?

Mr. BRIDGE. The press in Minneapolis is represented in Washington.

Mr. KENNEDY. So they were going to bring pressure on the reporters here in Washington?

Mr. BRIDGE. I don't know.

Mr. KENNEDY. I don't understand that. Who was present at the conference at the Bismarck Hotel when this was all discussed?

Mr. BRIDGE. I don't recall but I know Keeshin was there and I think Mr. Krupinsky.

Mr. KENNEDY. Mr. Who?

Mr. BRIDGE. Krupinsky.

Mr. KENNEDY. Would you spell that name?

Mr. BRIDGE. K-r-u-p-i-n-s-k-y.

Mr. KENNEDY. Who does he represent?

Mr. BRIDGE. Union Freightways.

Mr. KENNEDY. Who else?

Mr. BRIDGE. I don't recall who else was there but those two were there.

Mr. KENNEDY. What two, Mr. Krupinsky and who else?

Mr. BRIDGE. And Mr. Keeshin.

Mr. KENNEDY. At the meeting of the three of you it was only suggested that two contacts be made. Were they going to contact people as well?

Mr. BRIDGE. I think so.

Mr. KENNEDY. Who was Mr. Keeshin to contact?

Mr. BRIDGE. I don't know.

Mr. KENNEDY. You must have discussed it at the Bismarck Hotel?

Mr. BRIDGE. I don't recall now who was to be contacted.

Mr. KENNEDY. Who was Mr. Krupinsky to contact?

Mr. BRIDGE. The local press in this area.

Mr. KENNEDY. What is his area?

Mr. BRIDGE. Omaha.

Mr. KENNEDY. How was that going to help Mr. Hoffa in his trial in Washington?

Mr. BRIDGE. I would have said that the press generally throughout the United States was very unfavorable at the time.

Mr. KENNEDY. What were the conditions that were more favorable to him on June 17?

Mr. BRIDGE. That is what I am referring to.

Mr. KENNEDY. You have been successful in getting the press to change their mind about Mr. Hoffa?

Mr. BRIDGE. I was told that some good work along that line was being done.

Mr. KENNEDY. Who told you that?

Mr. BRIDGE. Mr. Wassie for one.

Mr. KENNEDY. That is the man you mentioned earlier?

Mr. BRIDGE. Yes.

Mr. KENNEDY. He told you he had been successful in getting some of the press to change their mind?

Mr. BRIDGE. He thought so.

Mr. KENNEDY. Who else told you that?

Mr. BRIDGE. Well, I don't know whether Wilson had accomplished anything at that time or not but he was attempting to do it.

Mr. KENNEDY. You think very highly of Mr. Hoffa, don't you?

Mr. BRIDGE. Yes. I think he has been very helpful to our industry. Senator CURTIS. To whose industry?

Mr. BRIDGE. To the motortrucking industry.

Mr. KENNEDY. Do you think he was helpful to Mr. Coffey?



Mr. BRIDGE. Well, this is not speaking of any specific company but in the overall experience in negotiations I found him to be reasonable. He is a hard bargainer but I think he is fair.

Senator CURTIS. Do you think he was helpful to Mr. Coffey? You have been sitting here; you have heard his story of what happened?

Mr. BRIDGE. I don't think that I have any right to criticize Hoffa for upholding the contract and I don't think I have any right to criticize him for attempting to organize drivers engaged in the industry.

Senator CURTIS. I know, but his men came into Nebraska and they went down into this little town of Alma, marched into a place of business, and said, "Sign or else. If you ask for an election we will delay it until we break you."

Mr. BRIDGE. No; I don't condone that.

Senator CURTIS. Do you condone what he did to Clark Bros.?

Mr. BRIDGE. No; I don't condone any of that sort of pressure of that kind.

Senator CURTIS. Do you think it was a good thing for the shippers, the consumers?

Mr. BRIDGE. Well, I would say this, since you have raised the question of shippers and consumers, that in the State of Nebraska the freight rates—talking about intrastate rates now—are about 25 percent below those of neighboring States and in my opinion it is largely due to the fact that unorganized carriers have kept those rates down.

Senator CURTIS. That is to the advantage of consumers?

Mr. BRIDGE. Advantage to the consumers but at the expense of the drivers and the other employees.

Senator CURTIS. Now, I am not at liberty to disclose these names but I know of a situation where the trucking company is organized, they are a small segment, Mr. Hoffa has openly told them repeatedly they ought to go out of business, that he doesn't want to bother them because they are small. This whole program of driving these small businesses out of existence end up with each one of them selling their rates to one of the many larger transportation companies in the country.

That is one of the strongest factors in accentuating monopoly and merger in the country. I am astounded that you appear here as supposedly a representative of management and state that Mr. Hoffa has acted for the good of the industry. How can any organizers that will not disclose what they do, where somewhere between 95 and 100 of them have come before this committee and declined to testify on the grounds that their testimony might incriminate them—I can't understand how you would say that what they are doing is good for the industry.

Mr. BRIDGE. I believe you are Senator Curtis, from Nebraska?

Senator CURTIS. That is right.

Mr. BRIDGE. Senator, let me inform you that I made some observations and studies of wage conditions in your State and I found that unorganized carriers were paying as low as a dollar and a quarter, a dollar and a half an hour, and working the men 50 to 55 hours a week when our people who were organized were paid \$2.50 an hour or more and were working 40 hours a week and overtime beyond 40.

That is the reason, in my opinion, that rates in Nebraska are lower, and it is not conducive to the higher standard of living.

Senator CURTIS. Those things are not the companies that we are talking about. Furthermore, those facts are often challenged. Mr. Clark testified that he was offered a contract that actually meant lower wages for the employees. In the one case that I mentioned Mr. Hoffa has openly told these people that they ought to get out of business, that they are too small; he would rather deal with one major than two or three small ones.

Mr. BRIDGE. Senator, Mr. Hoffa in making that statement, in my opinion, was very indiscreet, but I don't condone it.

Senator CURTIS. You don't think that the head of a union who has 95 or 100 of his hired men refuse to testify on the ground that their testimony might incriminate them is acting for the good of the industry; is that still your opinion?

Mr. BRIDGE. Senator Curtis, no, and let me add this, that I have so informed Mr. Hoffa, that I think he ought to clean house. I don't hesitate to tell him.

Senator CURTIS. Well, your original statement, in the light of all of this record, in the light of the violence that has occurred and the way workers' money has been loaned and spent, that Mr. Hoffa is acting for the good of the industry, is the most astounding statement that I have listened to before this committee.

Mr. BRIDGE. I do not wish to withdraw that statement. I still say that in the overall good of the industry Mr. Hoffa has been helpful.

Mr. KENNEDY. For the people he represents.

Senator CURTIS. That is all.

Senator ERVIN. Mr. Bridge, I can understand why you would be interested in sending out this information to your clients, but you stated that you had sent it to some people who were not clients of yours and by whom you were not employed?

Mr. BRIDGE. That is right.

Senator ERVIN. Now, I cannot see for the life of me why you took pains to send it out to people that you were not representing and who had not employed you to give them any advice. Why did you do that?

Mr. BRIDGE. Well, there are several reasons. One of them would be that if their service were interrupted it could affect the members of our carrier association.

Senator ERVIN. That is one reason. Another reason could be that it would assist the Teamsters Union in accomplishing their object of boycotting these nonunion companies, wouldn't it?

Mr. BRIDGE. Yes, or a very much more substantial reason is that they might thank them for giving them the information and protecting them.

Senator ERVIN. You were not interested in assisting the union in accomplishing its object to boycott these people, these carriers, into compelling their employees to join the Teamsters, were you?

Mr. BRIDGE. I didn't catch that question, sir.

Senator ERVIN. Did you ever inquire as to seeing what the object of these boycotts were?

Mr. BRIDGE. Did I ever inquire to see what?

Senator ERVIN. To see what the object of the Teamsters was in demanding that these carriers that you represented and these other carriers boycott Clark and Coffey?

Mr. BRIDGE. I think it has always been my opinion that the enforcement of article 9 as it is covered in the area at the time you are talking about was for the purpose, on the part of the unions, to help them in organizing. There is no denying that.

Senator ERVIN. To help them organize?

Mr. BRIDGE. Yes.

Senator ERVIN. You understood that it was to compel or coerce or persuade, whatever the term you want to use, Coffey and Clark and similar companies to make their employees join the Teamsters, do you not?

Mr. BRIDGE. I think that is the contention. But that doesn't change the position of our members. They are still vulnerable. My purpose was not to help them. The union may have wanted to do it, but that wasn't my purpose.

Senator ERVIN. Do you not know that the Taft-Hartley law prohibits an employer from trying to compel his employees to join any union?

Mr. BRIDGE. Yes; I think I understand that.

Senator ERVIN. So you were advising your clients to honor the so-called hot-cargo agreement with knowledge of the fact that that agreement was being utilized by the Teamsters as a device to coerce these third parties, these third-party carriers, to violate the Taft-Hartley by compelling their employees to join the union?

Mr. BRIDGE. That knowledge, sir, was incidental. The real purpose was to protect the carriers from an interruption of service.

Senator ERVIN. Anyway, you did have that knowledge, whether it was incidental or accidental or what.

Mr. BRIDGE. Sure, I am not denying that.

Senator ERVIN. So you advised your clients, and not only advised your clients, but advised some persons who were not your clients, to observe this agreement, which you knew was being utilized as a device by the Teamsters to coerce their employers to violate the Taft-Hartley law by making their employees join the Teamsters.

Mr. BRIDGE. When this question became—

Senator ERVIN. Answer that question first, please, sir.

Mr. BRIDGE. I knew it, did you say?

Senator ERVIN. Yes.

Mr. BRIDGE. I knew it might have that effect. But let me add this, sir: that when I was faced with any question about it, whether it was legal or not, I conferred with excellent attorneys, an excellent firm of attorneys, and received from them a letter that sustained my position, and I have here a reply from the same source to a letter that I received from the firm of Swawr, May, Royce & Smith, signed by Mr. May. The reply certainly is broad in its scope. If you would care to have me read it, I would be very happy to.

Senator ERVIN. I don't care to read the letter.

Were you advised by any firm of attorneys that your clients could properly assist the Teamsters in compelling or in their effort to compel and coerce employers to compel their employees to join the Teamsters?

Mr. BRIDGE. The letter will speak for itself, sir. This letter is addressed to Mr. Albert May, of Swawr, May, Royce, Smith & Storey, dated September 6, 1956.



Senator ERVIN. How do you come into possession of a letter addressed to Mr. May?

Mr. BRIDGE. Because I asked my attorneys to reply to a letter I received from him. This is their reply. The attorneys' names are Axelrod, Goodman & Snyder.

Senator ERVIN. Let me see the letter. I will look at it and see if there is anything relevant. I do not see any use in it, unless it is something relevant to this question. If there is anything relevant to the question, I will not object to your producing it.

(Document handed committee.)

Mr. KENNEDY. In the meantime, Mr. Bridge, while the chairman is looking the letter over, will you give me all those names again that attended this meeting and then who you contacted?

Mr. Wilson was the first name?

Mr. BRIDGE. No; I don't think I named Mr. Wilson as attending the meeting.

Mr. KENNEDY. Well, you said you contacted Mr. Wilson?

Mr. BRIDGE. Yes; I did.

Mr. KENNEDY. What is his first name?

Mr. BRIDGE. William.

Mr. KENNEDY. William Wilson?

Mr. BRIDGE. Yes.

Mr. KENNEDY. What company is he with?

Mr. BRIDGE. Wilson Motor Truck System.

Mr. KENNEDY. Located where?

Mr. BRIDGE. Sioux Falls, S. Dak.

Mr. KENNEDY. Who were the other people you contacted?

Mr. BRIDGE. Mr. Wassie of Merchants Motor Freight, St. Paul, Minn.

Mr. KENNEDY. How do you spell his name?

Mr. BRIDGE. W-a-s-s-i-e.

Mr. KENNEDY. What is his first name?

Mr. BRIDGE. Stanley.

Mr. KENNEDY. And then who else did you contact?

Mr. BRIDGE. That is the only two.

Mr. KENNEDY. Who were to be contacted by Mr. Keeshin?

Mr. BRIDGE. I don't know.

Mr. KENNEDY. You do not know?

Mr. BRIDGE. No.

Mr. KENNEDY. Who was the other gentleman that attended the meeting?

Mr. BRIDGE. Mr. Krupinsky.

Mr. KENNEDY. What is his first name?

Mr. BRIDGE. I don't know what the M is for. They call him Mickey.

Mr. KENNEDY. What is his trucking company?

Mr. BRIDGE. Union Freightways.

Mr. KENNEDY. Where is that located?

Mr. BRIDGE. Omaha, Nebr.

Mr. KENNEDY. No one else attended the meeting at the Bismarck Hotel?

Mr. BRIDGE. Well, I don't recall anyone else at the moment.

Mr. KENNEDY. Who called the meeting at the Bismarck Hotel?

Mr. BRIDGE. Well, I think my memory is that we were there for a discussion of operations generally, and that this might have come up at that time.

Mr. KENNEDY. Who suggested that you meet there?

Mr. BRIDGE. Who suggested that we meet there?

Mr. KENNEDY. Yes.

Mr. BRIDGE. I believe I did.

Mr. KENNEDY. And did you feel that this was a proper activity, to try to bring influence on a jury by getting stories placed in favor of Mr. Hoffa?

Mr. BRIDGE. I think that it was quite proper to get some of the more favorable side of his activities out rather than all the headlines that were appearing in those days.

Mr. KENNEDY. For the purpose of influencing the jury?

Mr. BRIDGE. Oh, no.

Mr. KENNEDY. That is what the letter was for.

Mr. BRIDGE. No, that is your inference, not mine.

Mr. KENNEDY. We have the letter right here.

Mr. BRIDGE. I didn't say anything about a jury.

Mr. KENNEDY. It is not my interpretation at all.

So far as I know now, our friend will go on trial on Monday, June 17, at Washington, with conditions somewhat more favorable for him.

That is in connection with the trial. That has nothing to do generally with his reputation.

Do you feel that it is a proper matter for you and your other truck-owner friends to try to influence the jury by getting favorable stories for Mr. Hoffa in the press.

Mr. BRIDGE. I don't think there is anything wrong about correcting false impressions.

Mr. KENNEDY. Do you feel that that is a proper function for you and your fellow truckowners, two of them, to try to influence the jury by getting favorable stories for Mr. Hoffa in the press?

Mr. BRIDGE. No; I didn't say that at all.

Mr. KENNEDY. Do you or not?

Mr. BRIDGE. No; I don't.

Mr. KENNEDY. Is that not what you were trying to do in this case?

Mr. BRIDGE. No.

Mr. KENNEDY. You were trying to get favorable stories in the press for Mr. Hoffa?

Mr. BRIDGE. That is right.

Mr. KENNEDY. This was while the jury was going on, that there would be favorable reaction?

Mr. BRIDGE. And these men have joined with me in stating that there ought to be better public relations.

Mr. KENNEDY. For Mr. Hoffa?

Mr. BRIDGE. Yes.

Mr. KENNEDY. You were working on behalf of Mr. Hoffa?

Mr. BRIDGE. Well, we feel that he has been a help to the industry, and it is natural that we would try to cooperate with him.

Mr. KENNEDY. And this was in his trial, though. This is not just a general matter. This was in his trial. This whole paragraph refers to his trial. I can understand you being such a close friend of Mr. Hoffa's, and Mr. Keeshin being a friend of Mr. Hoffa's, that you

would want to have nice stories written about your friends. But this was in connection with the trial going on.

You talk about—

conditions somewhat more favorable for him.

and

the various contacts suggested at our meeting at the Bismarck Hotel have been concluded with favorable results.

Mr. BRIDGE. Yes.

Mr. KENNEDY. This is all in connection with influencing the jury.

Mr. BRIDGE. It has nothing to do with the jury at all.

Mr. KENNEDY. Why do you say about the trial, then?

Mr. BRIDGE. I think if the atmosphere is favorable, it could help him.

Mr. KENNEDY. Help him with the jury?

Mr. BRIDGE. No

Mr. KENNEDY. They are the ones that are going to decide, are they not?

Mr. BRIDGE. That is your conclusion.

Mr. KENNEDY. Who decides that case? Does somebody else decide that case?

Mr. BRIDGE. Well, I think that too often, and I am not referring to Mr. Hoffa now, too often—

Mr. KENNEDY. Just answer the question.

The ones that are going to decide the case is the jury. Those are the ones you are trying to influence.

Mr. BRIDGE. No.

Mr. KENNEDY. What no?

Mr. BRIDGE. No, I wasn't trying to influence the jury.

Mr. KENNEDY. Who were you trying to influence, or get a favorable result for?

Mr. BRIDGE. Atmosphere for Hoffa generally.

Mr. KENNEDY. Do you know Mr. Barney Baker?

Mr. BRIDGE. I have met him.

Mr. KENNEDY. How long have you known him?

Mr. BRIDGE. Well, to say that I know him is hardly fair, but I have met him in Nebraska some 2 years ago, probably.

Mr. KENNEDY. Did you know his friend and associate on the docks by the name of "Cockeyed" Dunn?

Mr. BRIDGE. No.

Mr. KENNEDY. Did you ever intervene on behalf of Mr. Dunn at any time?

Mr. BRIDGE. Yes. Now you bring back something to me.

During the war I was down here in an advisory capacity to the United States Services, and I asked the Probation Board at the request of the Army officers at the time, I asked the Probation Board—in fact, I was with officers in New York before the Probation Board—asked to have him released so that he might serve the cause at that time. A man named Ryan, who was active in the long-shore—

Mr. KENNEDY. Ryan?

Mr. BRIDGE. I am not sure about that. But it is Ryan, anyway. I had it stipulated with one of the officers that if he was released he could help ferret out some of the mischief that was going on.



Mr. KENNEDY. Joe Ryan went to jail himself, did he not?

Mr. BRIDGE. Perhaps he did. I don't know. I never did know Ryan, so I don't know.

Mr. KENNEDY. What was the charge against Mr. Dunn at that time?

Mr. BRIDGE. Assault, as I remember it.

Mr. KENNEDY. Was that the one that he eventually went to the electric chair for?

Mr. BRIDGE. No, I don't think so.

Mr. KENNEDY. That was before that?

Mr. BRIDGE. I didn't know what it was for.

Mr. KENNEDY. When you intervened for him, did you look into the matter at all?

Mr. BRIDGE. I talked to the probation officers about it.

Mr. KENNEDY. He had been for 20 years one of the most notorious gangsters on the New York waterfront, this man that you intervened for.

Mr. BRIDGE. Well, let me say this to you, Mr. Kennedy: If I had had my way and we weren't at that time afflicted with the loss of ships between the Atlantic seaboard on our side and the European side regularly in convoys, through submarine action, if it were not for that sort of thing going on, and there was some idea that he could be helpful in spotting the unfortunate people who were betraying us, I would have said, and I said so at the time, I not only would keep him in jail, but I would throw away the key. I didn't do it out of any good will on my part.

Mr. KENNEDY. Would you identify this letter?

Senator ERVIN. Mr. Bridge, I wish you would look at this paper I hand you——

Mr. BRIDGE. I would just like to add there that while I was in Washington, I had six of my boys in the service in all parts of the world, so I wasn't interested in defending Mr. Dunn. I hope you understand that.

Mr. KENNEDY. Whether you were interested in it or not, you intervened on his behalf. I think it was most unfortunate because he was such a notorious character and had been for many years.

Mr. BRIDGE. It was unfortunate. But remember, I was acting on requests and orders.

Mr. KENNEDY. I think you explained that.

Senator ERVIN. Will you examine that paper you now hold, Mr. Bridge, and ascertain whether or not you identify it as a carbon copy of a letter written by you?

Mr. BRIDGE. Yes; I wrote the letter.

Senator ERVIN. The letter identified by the witness will be marked as exhibit No. 42.

(Document referred to was marked "Exhibit No. 42" for reference and will be found in the appendix on p. 15758.)

Mr. KENNEDY. This letter is just a short letter, Mr. Chairman. It is to Mr. Keeshin, Conklin Truck Lines, Chicago, Ill.

DEAR MR. KEESHIN: John T. "Sandy" O'Brien will instruct the offeworkers organizer, Bill Joyce, to defer his organizing activities in relation to C. A. Conklin Truck Line and Truck Rail Terminals, Inc.

Yours truly,

JOHN BRIDGE.

What was that about?

Mr. BRIDGE. Well, the Teamsters Union in Chicago had a drive on to organize clerical help. In the case of Conklin at that time, he was reorganizing or dividing his work between the Teamsters and the railroad operation, and he was to have the organization activities delayed until he had it separated. They have since joined the union.

Mr. KENNEDY. You were able to get the Teamsters to defer their organizational drive against Mr. Keeshin?

Mr. BRIDGE. I have often used my influence with them to work out satisfactory arrangements, and I will again. That is part of my job, to take care of the people I represent.

Mr. KENNEDY. I am sure of that.

Mr. BRIDGE. Let me add, though, since you made that last comment, I have never worked out or concluded what are commonly referred to as sweetheart contracts. The concessions I have obtained, so far as contracts are concerned, have been under collective bargaining, approved by the Drivers Council and the joint committee. Every one of them.

Mr. KENNEDY. As this truckowner said this morning, it is a question not of the contract itself, but it is a question of the enforcement of the contract. And you were able to go over the heads of the local union officials and the business agents, right to Mr. Hoffa, which was a great advantage.

Your description of this letter is that you were able to get for Mr. Keeshin an organizational drive called off. I think your power was immense, and I don't blame you for liking Mr. Hoffa.

Mr. BRIDGE. It is always very good when you win, but when you get on the other side of it they are not nearly so happy with you.

Mr. KENNEDY. When you lose, let me know.

Senator ERVIN. The evidence would indicate that when you wanted an organizer of the Teamsters called off for one of your clients that the Teamsters obliged by calling off the organization of the drivers.

Mr. BRIDGE. Temporarily.

Senator ERVIN. And when the Teamsters wanted to coerce the employers of an unorganized company to compel their employees to join the Teamsters that you returned the compliment by even writing their parties not only your clients, but third parties, advising them to take steps whose effect could only be to assist the Teamsters in the accomplishment of their objective.

Mr. BRIDGE. No, that is not true. The effect is to protect the carriers.

Senator ERVIN. Incidentally, that was one of the effects?

Mr. BRIDGE. That was not my purpose.

Senator ERVIN. You did that with knowledge of the fact that that would be one of the effects; did you not?

Mr. BRIDGE. I have been accused of helping to organize, but I have not.

Senator ERVIN. That is not my question. I said you gave this advice not only to your clients, but to these third persons with knowledge of the fact that one of the results of the action you advised them to take would be to assist the Teamsters in accomplishing their objectives?

Mr. BRIDGE. It could help. You don't put much weight on my statement that I am trying to protect my carriers.

Senator ERVIN. I think that you could claim that you are trying to protect your carriers, but I do not think you owed any obligation to

protect third parties that you did not represent and who had not called on you for advice.

Now, you have given us three possible reasons why you took that action, one of which was that it would assist the Teamsters. One was that it might bring you in additional business, and one was that it might keep the business of your other clients in better shape.

Now, with reference to this letter, there is a statement in the letter to the effect that your counsel stated that the article 9 of the contract was legal and they thought you were within your rights in insisting that your clients abide by it and if you care to do so, I will put the letter in the record.

Mr. BRIDGE. Yes.

Senator ERVIN. Let this record be marked "Exhibit No. 43" and made a part of the record.

(The letter referred to was marked "Exhibit No. 43" and filed for the record and may be found in the files of the select committee.)

Senator ERVIN. Now, I wish you would look at that letter and see if there is anything in there that indicates you informed your clients that you knew that one of the objectives of the Teamsters in invoking this hot cargo clause was to coerce Clark and Coffey to compel their employees to join the union regardless of whether they wanted to join, or not?

Mr. BRIDGE. There is nothing that indicates that.

Senator ERVIN. You do not contend that utilizing the hot cargo contract for that purpose is lawful, do you?

Mr. BRIDGE. Well, I stated that I don't like the hot cargo clause. I have always been opposed to it. I am still opposed to it, but there is nothing I can do about it, it is there.

Our people having signed the contract are obligated to comply with the contractual obligations.

Senator ERVIN. There was nothing you could do about it since you had no duty in the matter, you could have refrained from writing these third persons suggesting that they implement or observe the hot cargo contract which you profess to abhor.

Mr. BRIDGE. But they signed it.

Senator ERVIN. I know, but it is not your business to give advice to people that you do not represent?

Mr. BRIDGE. I think I have covered it.

Senator ERVIN. Counsel, do you perceive that it is an unfair labor practice under Taft-Hartley for an employer to coerce his employees into joining a union?

Mr. BURSTEIN. Mr. Senator, I am sure you understand I am not a witness.

Senator ERVIN. I know, you do not have to answer that, but you volunteered some information on the law.

Mr. BURSTEIN. The Taft-Hartley Act by its very term proscribed inducing employees to join or refrain from joining the union. I think if I may say so most respectfully, this entire question of the hot cargo clause has been oversimplified.

I don't want to comment on the character of the questions which have been directed to my client, but I think there are a number of assumptions of fact which are not in evidence and that my client should have been given an adequate opportunity to make it clear that in



advising those who were members of his organization to observe article 9, he was directing them to comply with their contractual obligations.

No one who has operated in the labor field approves the hot cargo clause.

Your Honor knows that the hot cargo clause is as old as the history of trade unionism in America. It is not an invention of the Teamsters.

It can be a very dangerous weapon in the hands of a union.

As a matter of fact, in the city of Washington during the time of the long line operators' strike, local operators in Washington refused to handle what were emphemistically called hot messages.

The hot cargo clause has been a part of labor contracts since 1910 and 1920. This is a very complex subject.

Nobody representing management, particularly the trucking industry, is unaware of the enormous power the Teamsters have and what an enormous weapon the hot cargo clause is, but Mr. Bridge didn't make policy.

He was a servant to a group of carriers. He negotiated collective bargaining agreements. It may well be that the hot cargo clause like many other clauses in the collective bargaining agreements is a product of the collective bludgeoning and the carriers accepted the contract conditions because of the force of economic circumstances and the aggressive power of the trade union with whom they dealt.

The fact is, however, when a contract is made to incorporate the hot cargo clause it would appear even at this late date that the clause is perfectly legal and the Supreme Court indicates that if the application is made to the employer the employer has to abide by it.

Senator ERVIN. Do you contend that the Supreme Court in the case to which you refer said that it was legal for a union to use the hot cargo clause to coerce third parties, employers, to compel their employees to join the union?

Mr. BURSTEIN. I would be immodest if I tried to construe what the Supreme Court meant in the hot cargo clause cases. There were two of them. I would say this, however, that the court plainly indicated that the hot cargo clause is not illegal, per se, and my own feeling, and I have done some work in this field, I have contributed some views on this subject.

The most recent one, the 11th annual conference at New York University is that the hot cargo clause is not unlawful and that appeal may be made to an employer directly and the employer may abide by the clause without violating section 8(B)4(A), the so-called secondary boycott provision of the Taft-Hartley Act.

An appeal to employees whether directly or indirectly would be violative of the act. Now whether or not such an appeal can be made to employees in the motor carrier industry is a moot point. Your Honor will recall that the Supreme Court did not pass on the propriety of refusal of a carrier to provide service and whether or not it is his duty as a common carrier under the Interstate Commerce Act. That is a question to be resolved.

Senator ERVIN. I would not have asked you these questions, because I know it is probably an impropriety for me to ask a lawyer some questions, but you had volunteered to state your position on the law. I have to read the Congressional Record and reports of a lot of com-

mittees and a lot of other matters besides law and I don't get as much opportunity to read law now as I used to.

I have read the decisions but I don't construe either of the decisions to say that it is permissible for a union to use a hot cargo contract to coerce a third party into compelling his employees to join the union.

Mr. BURSTEIN. I think you are probably right but again I say this is an oversimplification. I think this is one of the most complex, legal, and economic problems and you can't isolate it. You know there are a number of very sound economic arguments in favor of the hot cargo clause and I would take the liberty, Mr. Senator, to send to you a copy of the brief which was supplied or submitted to the U.S. Supreme Court in which there was a very learned dissertation on the economic benefits of the hot cargo clause. I agree with you, I don't think it should be used to coerce employees who don't want to join the union in joining unions or putting the pressure on many employers.

I represent employers. I am not the lawyer who wrote the letter of opinion to Mr. Bridge. I represent management. I know Mr. Bridge and I think he is a very fine person, a person of integrity. My own experience with him has demonstrated that. I have no hesitancy to appear here with him. He has nothing to conceal. I urged him to make a full and complete disclosure. I do want to say, and I hope you accept this most respectfully, that some of the questions were not entirely fair ones, they did assume facts which were not in evidence.

Questions were asked of this witness which he was not competent to answer, legal questions. I dare say there was an answer for the answer.

Senator ERVIN. A witness who holds himself out to the public as a labor consultant I think ought to have some knowledge of labor law.

Mr. BURSTEIN. I think that is a fair comment. As a lawyer I have a jealous sense about the legal profession.

Senator ERVIN. I don't think a man ought to set himself up as a labor consultant unless he at least professes to have some knowledge of labor law.

Mr. BURSTEIN. You see in this instance Mr. Bridge did consult counsel in Chicago, a very eminent commerce counsel who enjoys a very fine reputation in the interstate commerce field and in the labor field. The counsel he consulted went before the U.S. Supreme Court and had very favorable results in the prosecution of cases on behalf of carriers in the U.S. Supreme Court.

He didn't purport to act as a lawyer. As Your Honor knows, there are many known lawyers who operate in the labor field.

Senator ERVIN. Thank you.

I leave with you an observation, that the field of secondary boycott is a field in which the hot-cargo contract operation is not a very simple field. I am sort of afraid to avail myself of your offer to send me a copy of the brief, because the more I hear of the subject, the more confused I become.

I am not confused, however, about the facts in this case, because the facts show very clearly that the Teamsters Union has used that hot-cargo clause as a device, as a club, I would say, to hold over the heads of employers, unorganized employers, to compel them to make

their employees members of the union without consulting the employees in most instances. It seems that you could justify the inference that there is a very good working arrangement between the Teamsters on the one hand and Mr. Bridge on the other, because the Teamsters, every time they institute this as a device to cause a boycott, Mr. Bridge comes down with these letters not only to his customers but to those who are not. That is all.

Senator CURTIS. Mr. Chairman, I have listened to this colloquy.

Mr. Bridge, is it your contention that these notices and letters that you send out were to help your members and not to help build the empire of Hoffa, Brennan, Barney Baker, and all these other characters, including the 95 or so that have taken the fifth amendment before this committee?

Mr. BRIDGE. I never had at any time the intention of helping them.

Senator CURTIS. Why, then, did you advise your clients and others to violate the law?

Mr. BRIDGE. I didn't advise them to violate the law.

Senator CURTIS. You advised them to violate the law and rules of the Interstate Commerce Act and the Motor Carriers Act, to refuse shipments which had been consigned, did you not?

Mr. BRIDGE. No; I did not.

Senator CURTIS. Is not that the practical effect of those notices you sent out?

Mr. BRIDGE. No, sir.

Senator CURTIS. Well, I think it is. I think that is the only inference from the documents themselves, and I think the record here establishes that they accomplished their end.

Mr. BRIDGE. Well, what it may accomplish is one thing, but it certainly wasn't ever my intention, not by the slightest sign, for me ever to say that they should violate the law.

Senator CURTIS. I know you did not use those terms.

In another particular you set in motion by your letters a series of acts that could only result in another violation of law, and that is to have an employer compel his men to join the union, which is a violation of law.

Mr. BRIDGE. No; I didn't make any such recommendation.

Senator CURTIS. Well, now, Mr. Bridge, you cannot dodge this. These threats, the goons—Barney Baker coming in and saying, "If you ask for an election, we will delay this until we drive you out of business"—that would have been idle talk if you and your members had not boycotted Coffey, Clark, and these others.

Mr. BRIDGE. They did not boycott Coffey and Clark to protect or do anything for Barney Baker or any other legal union agent out there.

Senator CURTIS. I am saying that Barney Baker's threats would have been just so much talk if your men, your members, had continued to obey the Interstate Commerce Act and the Motor Carriers Act—

Mr. BRIDGE. And find themselves closed down.

Senator CURTIS. And transmit the freight where it is supposed to go.

As a matter of fact, a motor carrier gets an exclusive license to carry freight over a certain way. The shipper sends it a certain way and it should not be interfered with. I think that is clear in the Interstate Commerce Act, and in the law. I believe it is.



You, regardless of the choice of language in these notices, sent them out to set such action in motion. Now I want to ask you what constitutes the Motor Carriers Labor Advisory Council? Where is their principal place of business?

Mr. BRIDGE. Chicago.

Senator CURTIS. Are you incorporated?

Mr. BRIDGE. Yes; a nonprofit corporation.

Senator CURTIS. Who are its officers?

Mr. BRIDGE. Well, I am the executive vice president.

Senator CURTIS. Who is the president?

Mr. BRIDGE. Morris Tucker is president.

Senator CURTIS. What is his address?

Mr. BRIDGE. In South Bend.

Senator CURTIS. What other officers do you have?

Mr. BRIDGE. That is all.

Senator CURTIS. No secretary?

Mr. BRIDGE. No; I don't believe so.

Senator CURTIS. No board of directors?

Mr. BRIDGE. No, sir.

Senator CURTIS. Just two of you?

Mr. BRIDGE. It is a very informal setup from the very beginning.

Senator CURTIS. Organized under the laws of Illinois?

Mr. BRIDGE. That is right.

Senator CURTIS. No secretary, no treasurer, no director?

Mr. BRIDGE. Well, I believe the attorney who obtained the charter named a secretary in his office. I don't know who it was.

Senator CURTIS. You do not know who it was?

Mr. BRIDGE. No.

Senator CURTIS. Do you have offices in the States in which you operate?

Mr. BRIDGE. No.

Senator CURTIS. Do you have any agents there?

Mr. BRIDGE. No.

Senator CURTIS. You are, so far as those States are concerned, a foreign corporation?

Mr. BRIDGE. Yes.

Senator CURTIS. Who were your officers in 1954 and 1955?

Mr. BRIDGE. I don't know, but I will get the information for you,

• Mr. Senator, if you wish it.

Senator CURTIS. Do your letterheads carry any list of officers other than yourself and the president?

Mr. BRIDGE. No, not at the present time.

Senator CURTIS. Did they use to?

Mr. BRIDGE. Yes.

Senator CURTIS. What officers did they carry?

Mr. BRIDGE. Well, I don't know, it has been so long since I looked at that. But I will get the information. If you have a letterhead there with them on, you may call my attention to it.

Senator CURTIS. No; I do not have.

You just have two officers?

Mr. BRIDGE. That is right.

Senator CURTIS. By your previous organization, did you have more officers?

Mr. BRIDGE. Well, when it was originally set up as an organization and before incorporation, there were a number of officers named.

Senator CURTIS. When did you incorporate?

Mr. BRIDGE. I would say in late 1953 or early 1954.

Senator CURTIS. Since then you have been a corporation under the laws of Illinois?

Mr. BRIDGE. That is right.

Senator CURTIS. Have you received any income from the Teamsters Union?

Mr. BRIDGE. I have not.

Senator CURTIS. Have you received any income from any officers of the Teamsters Union?

Mr. BRIDGE. I have not.

Senator CURTIS. Any gifts?

Mr. BRIDGE. No.

Senator CURTIS. How long have you known Mr. Hoffa?

Mr. BRIDGE. 1935.

Senator CURTIS. Do you visit him once in a while?

Mr. BRIDGE. What do you mean by visit him once in a while?

Senator CURTIS. Do you see him?

Mr. BRIDGE. At his offices?

Senator CURTIS. Yes, or elsewhere.

Mr. BRIDGE. I visit him at his office, surely.

Senator CURTIS. Have you ever been in his home?

Mr. BRIDGE. I think I was at his summer home once for 10 minutes on a mission for our organization.

Senator CURTIS. Have you called on him any place but his summer home and at his office?

Mr. BRIDGE. Well, I met him at the Central States conference quarterly because he participates and that is the Shoreland Hotel, usually, in Chicago.

Senator CURTIS. Have you ever seen him any place else?

Mr. BRIDGE. Yes; I have.

Senator CURTIS. Where?

Mr. BRIDGE. I have talked to him at the Union League Club in Chicago on one or two occasions with other carriers.

Senator CURTIS. Where else?

Mr. BRIDGE. I see him at his office in Detroit.

Senator CURTIS. Any place else?

Mr. BRIDGE. Or his office here.

Senator CURTIS. Any place else?

Mr. BRIDGE. Well, I could run into him most any place. I don't recall.

Senator CURTIS. Do you speak to him on the telephone?

Mr. BRIDGE. Yes.

Senator CURTIS. How often?

Mr. BRIDGE. Sometimes once a week, sometimes less often.

Senator CURTIS. Sometimes several times a day?

Mr. BRIDGE. Could be.

Senator CURTIS. Do you talk to him in connection with these letters that you send out?

Mr. BRIDGE. Yes; I have referred to the letters.

Senator CURTIS. How long have you known Richard Kavner?

Mr. BRIDGE. I would say probably since 1956.

Senator CURTIS. Do you see him every once in a while?

Mr. BRIDGE. Yes, very infrequently.

Senator CURTIS. Do you know Barney Baker?

Mr. BRIDGE. I have met him. I don't know him.

Senator CURTIS. You do not know him? Do you ever see him socially?

Mr. BRIDGE. No.

Senator CURTIS. Do you know of the J. & H. Sales Co. which became the National Equipment Co.?

Mr. BRIDGE. Who is it owned by? I never heard of it that I can think of.

Senator CURTIS. It is Mrs. Brennan's and Mrs. Hoffa's maiden names.

Mr. BRIDGE. No, I don't know a thing about it.

Senator CURTIS. You have never been on the premises?

Mr. BRIDGE. No.

Senator CURTIS. They are operating as the National Equipment Co., leasing equipment to the Baker Driveaway Co.

Mr. BRIDGE. That I don't know.

Senator CURTIS. Who owns the Baker Driveaway Co.?

Mr. BRIDGE. My son and wife.

Senator CURTIS. What are their names?

Mr. BRIDGE. William O. Bridge and Frances Bridge.

Senator CURTIS. Were you ever on the premises of the Baker Driveaway Co.?

Mr. BRIDGE. Have I been?

Senator CURTIS. Yes.

Mr. BRIDGE. Yes, many times.

Senator CURTIS. You do not know who they lease their equipment from?

Mr. BRIDGE. No.

Senator CURTIS. Do you not know the terms of the lease?

Mr. BRIDGE. No.

Senator CURTIS. You do not know whether they are favorable or not?

Mr. BRIDGE. I hope they are.

Senator CURTIS. Do you know anything about the Convertible Equipment Leasing Co.?

Mr. BRIDGE. Well, it was a company that was originally with the Baker Driveaway activities, I believe.

Senator CURTIS. Owned by your son?

Mr. BRIDGE. Yes.

Senator CURTIS. And the National Equipment Co. owned by Mrs. Hoffa and Mrs. Brennan, who sold their equipment to them, did they not?

Mr. BRIDGE. I don't know anything about it.

Senator CURTIS. You do not know anything about it?

Mr. BRIDGE. No.

Senator CURTIS. Did you realize when you sent out these notices the effect it did have, although the effect probably could be anticipated, that it would drive Coffey out of business?

Mr. BRIDGE. No, I did not.

Senator CURTIS. What did you think would happen to them?



Mr. BRIDGE. I didn't have any idea, except, perhaps, that they would accept a contract with the Teamsters Union.

Senator CURTIS. That was the objective of the notice?

Mr. BRIDGE. The objective of the notice? No. You asked me what I thought might happen. I said I thought that might happen as a result.

Senator CURTIS. You sent it out with the full knowledge that that would be the only out that these truck owners would have?

Mr. BRIDGE. Senator, that isn't true, because you know there are more unorganized carriers in the State of Nebraska today than there are organized, several times more.

Senator CURTIS. That does not answer the question.

Mr. BRIDGE. The answer is to the question to this extent: that it didn't prove possible to organize these people.

Senator CURTIS. Why were you so interested in helping the Teamster outfit organize?

Mr. BRIDGE. I am interested in protecting our carriers.

Senator CURTIS. How would that protect them?

Mr. BRIDGE. Well, I have gone over that several times, Senator. I say to you that if these carriers are in willful violation of article 9, they are vulnerable and leaving themselves open to an interruption of service.

Senator CURTIS. Yes, but if they refuse to transport freight in interstate commerce, they may be vulnerable, too.

Mr. BRIDGE. That is true.

Senator CURTIS. But you advised them to do that?

Mr. BRIDGE. I advised them to do that.

Senator CURTIS. Did you realize at the time you were advising not only your members but others to violate the Interstate Commerce and Motor Carrier Acts?

Mr. BRIDGE. I don't think so.

Senator CURTIS. Do you approve of the secondary boycott?

Mr. BRIDGE. No, sir.

Senator CURTIS. You were a party to it.

Mr. BRIDGE. The contracts that have been signed by our carriers have article 9, which is what you are referring to, and applicable to the secondary boycott. That is not there with my consent or my wish.

Senator CURTIS. What obligation do you have to get out a notice for your members or others to boycott?

Mr. BRIDGE. My obligation is to protect their interest, and I feel that I am doing so in notifying them.

Senator CURTIS. Do you advise them on other matters?

Mr. BRIDGE. Yes.

Senator CURTIS. Do you have any such bulletins that you have sent out right straight along?

Mr. BRIDGE. Yes, indeed.

Senator CURTIS. Will you produce one of them?

Mr. BRIDGE. No, I haven't them here, but I can, if you wish. Your investigator was in my office and had access to every paper, every letter, and everything else there.

Senator CURTIS. When you send out these notices, are they mimeographed, typed, or how?

Mr. BRIDGE. It depends on how many are going out.

Senator CURTIS. Well, I am referring to these notices that specifically mentioned these carriers we were talking about, Clark and Coffey. Would they be typed or would they be mimeographed?

Mr. BRIDGE. Both.

Senator CURTIS. Would you mimeograph notices to your members on other subjects?

Mr. BRIDGE. Yes.

Senator CURTIS. On advice of how to conduct their business?

Mr. BRIDGE. Notify them with references to various changes in the contract, sort of living increases and other things, interpretations that came out of our joint area committee sessions quarterly. There are many things that they are notified on.

Senator CURTIS. Did you ever advise them on how they should handle freight on interstate commerce in any other matter?

Mr. BRIDGE. How they could handle freight—

Senator CURTIS. In interstate commerce on any other matter.

Mr. BRIDGE. I don't believe I ever tried to advise them on interstate commerce relating to their operations. There are many types of questions that come up.

Senator CURTIS. As a matter of fact, most of these people never heard from you unless it was an occasion to tell them not to do business with some other concern?

Mr. BRIDGE. Are you making that as a statement, Senator?

Senator CURTIS. I am asking you. Is that not true?

Mr. BRIDGE. No, it is not.

Senator CURTIS. How about these nonmembers? Did they ever hear from you on any other thing?

Mr. BRIDGE. I send the nonmembers bulletins on many subjects.

Senator CURTIS. What subjects?

Mr. BRIDGE. Well, the cost-of-living adjustments, the weight laws, the change in wage scales, and so on.

Senator CURTIS. How many such bulletins do you get out a year?

Mr. BRIDGE. I would say an average of two a month.

Senator CURTIS. Well, I do not know, Mr. Bridge; you are not very convincing to me, that you have not been used, wittingly or unwittingly, to carry on one of the most vicious practices that there could be, the secondary boycott. It is economic blackmail. It is carried on to cause people to violate their trust to deliver freight after they have accepted it. It is carried on to compel others to violate the law and compel their employees to join a union.

I cannot pass on what was in your mind and your intentions, but that is what you have done.

That is all.

Senator ERVIN. Mr. Counsel, have you any further questions?

Mr. KENNEDY. No.

Senator ERVIN. Mr. Bridge, do you wish to make any observation about anything you have been asked about, in addition to any you have made so far?

Mr. BRIDGE. No, I don't think so.

Senator ERVIN. Were you subpoenaed to be here as a witness?

Mr. BRIDGE. Yes, I was.

Senator ERVIN. Will you agree to remain under the same subpoena and to come back and give the committee further evidence in case

the committee first gives you a reasonable notice of the time and place?

Mr. BRIDGE. I am always available to the committee.

Senator ERVIN. In other words, if the committee should decide that it needed further evidence from you and gave you reasonable notice of the time and place, you would agree to come back under the same subpoena?

Mr. BRIDGE. I will. I assure you that your investigator will tell you that he had free access and was never questioned about what he wanted to see or do.

Mr. KENNEDY. That is correct.

Senator ERVIN. I might say it is a refreshing relief to have a witness here who does not invoke the fifth amendment.

Mr. BRIDGE. Thank you.

Senator ERVIN. The Chair has a closing statement which he will make at this time.

The committee now concludes this series of hearings on the subject of secondary boycotts. At the outset of these hearings, the complexity of the problem of secondary boycotts was set forth by the chairman. While these hearings, I believe, will be of great value to the members of the committee in arriving at a sounder understanding of the problem, the whole area of secondary boycotts has not been reduced by these 5 days of testimony to such simplicity that we can now proceed to draw a series of general and specific recommendations.

There are to my mind several significant factors, however, on which the Chair could comment. While delving into a new area in the field of labor-management relations, we have nevertheless been confronted by some of the same vicious problems of coercion, intimidation, and violence which the committee has heard all too frequently in the past months.

The whole area of secondary boycotts is seriously intertwined with the rights of workingmen and workingwomen to act in concert for their own protection and for the betterment of their working conditions. At the same time, however, in every case heard by the committee during the past 5 days, the boycotts were used to coerce workers into joining unions which they did not want to join. In such instances, therefore, it is impossible to say that the boycott was used for the purpose many labor leaders say it should legitimately be used.

In many cases also, the use of the boycotts on both employees and employers resulted in physical and financial harm to innocent parties.

The Waldorf-Astoria case highlighted these points I have just made. The Barbers Union attempting to coerce 40 barbers into joining a union they did not choose to join entered into a collusive arrangement with the Teamsters Union which brought pressure on an innocent third party, the Waldorf-Astoria Hotel. This was no legitimate organizing effort because the barbers had voted in an NLRB-supervised election to join an independent union.

Again in the case of the Burt Manufacturing Co., of Akron, Ohio, these elements are present. This company signed a contract in good faith with the United Steelworkers of America, but another international union, the Sheet Metal Workers International Association, refused to install Burt products because they were made by the Steelworkers. The Sheet Metal Workers boycott was instituted in an



effort to put the Burt Manufacturing Co. out of business, for the sole reason that the company's employees had the lack of foresight of selecting another union as their bargaining representative. The company thus found itself in a vise from which it could not extricate itself, causing it losses in the millions of dollars.

The use of the secondary boycott through the guise of hot-cargo clauses is a matter which has given deep concern to the committee.

The illegal use of secondary boycotts in the case of Coffey Transport Co. forced its owner out of business at a loss of over \$50,000. The Teamsters Union with all its wealth at its command was able to use delaying legal tactics to postpone decision of an NLRB election and to force the small businessman to sell his company.

It must be remembered that an employer under the Labor Management Act must remain neutral and cannot force, or even persuade, his employees to join any union. It is clear, however, that the use of the secondary boycott is only an effort in many cases to coerce the owner to violate the law and to compel his men to join the Teamsters Union. If they did not, they were to be destroyed.

The common carriers licensed by the Interstate Commerce Commission, such as the Galveston Trucking Co. and the Southwest Motor Transport Co., as well as the Coffey Transport Co. and Clark Bros. Transportation Co., must accept cargo offered to them under the laws and the rules and regulations of the Interstate Commerce Commission set up by Congress.

The insertion of hot-cargo clauses in the union contracts with such common carriers and the enforcement of such clauses should be made violations of the law, if they are not so already. The unions and companies who resort to these clauses are, in effect, abrogating to themselves the power to disregard the rules and regulations of the Interstate Commerce Commission and to subvert the laws of the Federal Government.

It is the hope that, as a result of these hearings, the National Labor Relations Board will come up with suggestions for the expediting of their cases, either through changing the existing law or through amendments of present Board regulations.

Many of the cases heard by the committee during this past 5 days again involved the activities of the International Brotherhood of Teamsters.

It seems difficult for the committee to venture into any field of wrongdoing in labor-management relations without running head on into the Teamsters Union whose top-ranking officers apparently have not the slightest regard for individual rights. They are determined to have their way no matter what the cost and no matter what method has to be used and who or what is to be destroyed.

I might add at this point that some of the conduct of some of the persons in the Teamsters make Attila the Hun appear to be by comparison a very mild mannered and benevolent individual.

The position of John Bridge in acting in concert with the Teamsters Union to effect boycotts of trucking companies in Nebraska and elsewhere stem directly from his close personal relationship with James R. Hoffa. As a witness said here this morning:

The reason I went to see John Bridge was that I knew Bridge was a friend of Hoffa and Hoffa is the law.

This superlaw which the Teamsters attempt to interpose over the Government of the United States and the arrogant implementation of their activities is something which continues to concern this committee and, I believe, the entire country.

The lower rank union officials were encouraged by the higher officers of the Teamsters Union, such as M. N. Miller, vice president, international, and chairman of the Southern Conference of Teamsters, to get rough with a truck company, and they must accept responsibility for the use of physical violence such as the bombings, the shootings, the throwing of rocks and fire bombs at trucks operated by Southwest Trucking Co. It is apparent that such violence could not go unnoticed by the highest echelon of the Teamsters Union. There is no evidence that they took any steps to stop, prevent, or discourage this violence.

Senator CURTIS. Mr. Chairman, I want to take this occasion to thank the distinguished chairman, Senator McClellan, and the distinguished acting chairman, Senator Ervin, and Senator Goldwater, who has attended, as well as the other Senators who voted for this hearing, for their efforts in bringing this hearing about on secondary boycotts.

I wish also to thank and commend the work of the staff, Mr. Kennedy, and I wish to particularly mention Mr. Paul Kamerick, who has been assigned to this particular job.

Naturally we could not reach all the boycott cases. Perhaps we have not even touched on all the types of the problem. I do feel that we have had a profitable week in spreading on the record facts relating to this problem that will help the Senate and all those who pursue this record information which will be helpful in the solution. I want to express my gratitude.

Senator ERVIN. I want to join in the commendation which you uttered in respect to Committee Counsel Bob Kennedy and Assistant Counsel Paul Kamerick, and other members of the staff who have done a magnificent job in collecting and presenting this testimony.

The committee will go into executive session in about 5 minutes. The committee will now be in recess subject to the call of the Chair.

(Thereupon, at 4:05 p. m., the committee recessed, to reconvene subject to the call of the Chair.)

# APPENDIX

EXHIBIT No. 3

ANTHONY GENTILE  
PRESIDENT

ROBERT VERDINA  
SECRETARY-TREASURER  
88-04 - 80TH STREET  
REGO PARK 78, N.Y.



AFFILIATIONS:  
AMERICAN FEDERATION OF LABOR  
N. Y. STATE FEDERATION OF LABOR  
CENTRAL TRADES AND LABOR COMMITTEE  
OF GREATER NEW YORK  
UNION LABEL TRADES DEPT. OF  
THE STATE OF NEW YORK

LOCAL No. 760  
OF THE

## Journeyman Barbers, Hairdressers, Cosmetologists and Proprietors International Union of America



February 28, 1956.

Waldorf-Astoria Hotel,  
50th St. and Park Avenue,  
New York, N.Y.

Atten: Mr. Wallace W. Lee, Jr.

Dear Sir:

I regret to advise you that commencing Thursday, March 1, 1956 organizational picketing will be commenced at all entrances of the Waldorf-Astoria.

I further wish to advise you that this action was taken only after every effort was made to induce the group now operating in the Waldorf-Astoria to affiliate with the A.F.L.-C.I.O. I am advised that this group has announced its intention to fight the A.F.L.-C.I.O. and, under these circumstances, I consider this shop non-union.

As a result of these anti-union activities by the present group at the Waldorf-Astoria, I have no other recourse but to take the action outlined above.

Very truly yours,

Local No. 760, of the  
JOURNEYMEN BARBERS,  
HAIRDRESSERS, COSMETOLOGISTS  
and PROPRIETORS  
INTL. UNION of AMERICA.

By   
Robert Verdina



## EXHIBIT No. 3A

TELEPHONE CHLSEA 2 4977 8



Registered Emblem

Headquarters and Office

ICE CREAM DRIVERS

AND EMPLOYEES

265 WEST 14th STREET

Room 1515

Ice Cream Drivers and Employees  
Union Local No. 737Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and  
Helpers of America, American Federation of Labor, State Federation of Labor, Central Trades  
and Labor Council, Union Labor Council and United Hebrew Trades

-283

New York, March 7, 1956

, 19

Mr. George Laufek  
Meadow Cold Prod. Corp.  
777 Kent Ave.  
Brooklyn, N.Y.

Dear Sir:-

Your attention is called to the organizing drive  
of Local 760 Carters Union against the WALDO F ASTORIA  
HOTEL, New York City. ✓

Your cooperation is requested.

Very truly yours,  
Local #737

*Joseph P. Jeffernan*  
Joseph P. Jeffernan  
President

EXHIBIT No. 3B

**MAJOR LIQUOR DISTRIBUTORS, INC.**

910 NEPPERHAN AVE.

• YONKERS 3, N. Y. •

YONKERS 8-7000

LL 126

L B P 2574

March 7, 1946.

Mr. Wallace W. Lee, Jr.  
Hotel Wallport Astoria,  
200 First Avenue,  
New York.

Dear Sir:

On March 6th and March 7th of this year we attempted to effect deliveries of wines and liquors to the Wallport Astoria Hotel. Since pickets were posted at the delivery platform and since our drivers were instructed by their Union representatives not to cross the picket line, it was impossible for us to effect the delivery.

Kindly advise us when it will be possible for us to deliver this merchandise.

Very truly yours,

MAJOR LIQUOR DISTRIBUTORS INC.

AK:DM

*Alfred Keane*  
Alfred Keane  
General Manager

## EXHIBIT No. 5

*But. Center*

## JOB CLASSIFICATION CHART

## EXHIBIT "B"

Effective June 3, 1957

CLASSIFICATION	Point Value	Min Rate	1 Mo	2 Mo	3 Mo	4 Mo	5 Mo	6 Mo	9 Mo	12 Mo	15 Mo	18 Mo	Merit	Max Rate
Special Skill														
Tool & Die Maker	425													2.50
Job Shop	401													2.50
Layout	350													2.25
Custom Welder	355													2.1
Machinist	355													2.1
Maintenance	352													2.12
Large Welder	344													2.25
Large Press Brake	343													2.25
Large Mill	344													2.25
Skilled														
Assembler	321		1.0	1.35	1.45	1.45	1.55	1.60	1.65	1.75	1.84	1.94	2.21	2.21
Motor Tester	321	25	1.0			1.45	1.55	1.55	1.60	1.65	1.75	1.84	2.21	2.21
Small Shear	308	1.25	1.0			1.45	1.55	1.55	1.60	1.65	1.75	1.84	2.21	2.21
Brace Operator	305	1.25	1.0			1.45	1.55	1.55	1.60	1.65	1.75	1.84	2.21	2.21
Production Welder	300	1.25	1.0			1.45	1.55	1.55	1.60	1.65	1.75	1.84	2.21	2.21
Carbide Crater	296	1.25	1.0			1.45	1.55	1.55	1.60	1.65	1.75	1.84	2.21	2.21
Macintosh Tool Room	294	1.25	1.0			1.45	1.55	1.55	1.60	1.65	1.75	1.84	2.21	2.21
Spray Paint	284	1.25	1.0			1.45	1.55	1.55	1.60	1.65	1.75	1.84	2.21	2.21

## JOB CLASSIFICATION CHART

## EXHIBIT "B"

Effective June 3, 1957

CLASSIFICATION	Point Value	Min Rate	1 Mo	2 Mo	3 Mo	4 Mo	5 Mo	6 Mo	9 Mo	12 Mo	15 Mo	18 Mo	Merit	Max Rate
Semi-Skilled														
Crane & Mail Handler	281	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Gen. Punch Brace	250	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Pork Lat. Driver	244	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Maintenance Helper	210	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Utility Mach Op Layout	236	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Utility Mach Op Brace	236	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Utility Assembler	236	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Receiving Clerk	229	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Ball Table Drill Press	211	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Unskilled														
Truck Driver	204	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Crater	200	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Motor Order Filler	185	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Shear Helper Layout	184	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
General Labor	145	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0
Sweeper	135	1.25	1.0	1.35	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.74	2.0	2.0



## EXHIBIT No. 7

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

642 TRANSPORTATION BLDG. WASHINGTON 6, D.C.

ROBERT BYRON  
GENERAL PRESIDENTPHONE: .  
METROPOLITAN 8-2580

DECEMBER 16, 1965

R. W. OHLER, DIRECTOR  
DISTRICT 28 UNITED STEELWORKERS OF AMERICA  
802 NINTH-CHESTER BUILDING.  
CLEVELAND, OHIO

DEAR MR. OHLER:

WE HAVE RECEIVED COPY OF YOUR TELEGRAM ADDRESSED TO PRESIDENT MEANY RELATIVE TO THE HIGH SCHOOL JOB AT MEDINA, OHIO, WHERE THE BURT MANUFACTURING COMPANY IS FURNISHING SHEET METAL VENTILATORS. THIS COMPANY HAS BEEN NON-UNION FOR OUR ORGANIZATION FOR MANY YEARS, AND WE HAVE TRIED A NUMBER OF TIMES TO ORGANIZE THEM BUT TO NO AVAIL.

WE DID NOT KNOW THAT THE STEEL WORKERS HAD AN AGREEMENT WITH THE BURT MANUFACTURING COMPANY, SO CALLED OUR BUSINESS REPRESENTATIVE FROST TO RELEASE THE JOB. WE HOPE IN THE NEAR FUTURE WHEN YOUR AGREEMENT WITH THIS COMPANY EXPIRES, THAT WITH YOUR HELP WE MAY BE ABLE TO PUT THEM INTO OUR ORGANIZATION, WHERE THEY BELONG, AS OUR FAIR CONTRACTORS CANNOT COMPETE WITH THEM. THEIR SCALE IS AT LEAST ONE DOLLAR PER HOUR LESS THAN THE SHEET METAL WORKERS' SCALE.

WE HOPE, WITH THE MERGER, THAT ALL OF US CAN WORK TOGETHER CLOSER TO STRAIGHTEN OUT SOME OF THE FIRMS WHICH HAVE BEEN GIVING US A HARD TIME. AGAIN, IF THEY USED OUR LABOR WE KNOW IT WOULD INCREASE THEIR BUSINESS.

EXTENDING BEST WISHES FOR THE HOLIDAY SEASON, I AM

FRATERNALLY YOURS,

/s/ ROBERT BYRON

GENERAL PRESIDENT

RB/C  
F-65

CC: ALFRED J. MOSHER

## EXHIBIT No. 10

COPYCOPY

April 17, 1957

Mr. David J. McDonald, President  
United Steelworkers of America  
1500 Commonwealth Building  
Pittsburgh 22, Pennsylvania

Dear Sir and Brother:

The Executive Council of the AFL-CIO at its recent meeting held in Miami Beach, February 6, appointed a sub-committee of the Council with authority to act, on behalf of the Council, to decide on the merits of a dispute between the United Steelworkers and the Sheet Metal Workers International Association involving the Burt Manufacturing Company of Akron, Ohio.

This matter was brought to the attention of the Council on the complaint made by you, as President of the United Steelworkers, in November, 1956. This complaint alleged that the Sheet Metal Workers were putting pressure on the Burt Manufacturing Company by refusing to install products manufactured by that company in several projects where the Sheet Metal Workers held collective bargaining contracts with sheet metal contractors. The Steelworkers charge that this pressure was being put on the Burt Company for the purpose of interfering with the collective bargaining relations of the Steelworkers and that company.

The committee appointed by the Council consisted of the AFL-CIO President and Vice Presidents Bierne and Harrison. It was directed to reach a decision solely on the facts in this case and this decision was not to be considered as a precedent in any other case.

The sub-committee of the Council visited Akron, Ohio on February 16 and went over the Burt Company plant accompanied by representatives of the Sheet Metal Workers International Association and the United Steelworkers. The committee, at the suggestion of the Sheet Metal Workers' representative, also visited the Carleco Company plant in the same city, which plant is under contract with the Sheet Metal Workers. Subsequent to visiting Akron, the Sub-committee held two meetings to consider all the facts in this case.

The committee unanimously finds, as a result of a study of all facts in this situation, that the actions of the Sheet Metal Workers International Association in putting pressure on the Burt Company are in violation of Section IV, Article 3 of the AFL-CIO constitution which protects the established collective bargaining relationships of all affiliates. There is no question but that the United Steelworkers negotiated and signed a union-shop contract taking effect on August 2, 1952.

At no time, insofar as we can ascertain, have the Sheet Metal Workers directly challenged the Steelworkers through any election proceedings in the Burt plant. It is clear from the letter written by President Pyron, of the Sheet Metal Workers International Association, to District Director Ohler of the United Steelworkers, on December 16, 1955 that the actions of the Sheet Metal Workers International Association are designed to bring pressure on the Burt Company for the purpose of inducing the Burt Company to terminate its collective bargaining relationship with the Steelworkers Union.

The committee, therefore, renders this decision on behalf of the Executive Council and directs that the Sheet Metal Workers International Association cease and desist from any actions designed to impair the collective bargaining relationships of the United Steelworkers with the Burt Manufacturing Company.

Respectfully yours,

## EXHIBIT No. 26

*checked  
5-26-56  
By: zone Smith  
Tolson  
Rosen  
Clegg  
Glavin  
Ladd  
Nichols  
Tracy  
Harbo  
Mohr  
Tele. Room  
Holloman  
Nease  
Gandy*

Registration Card  
**El Montan Motor Court**

## NOTICE TO GUESTS

## ADVANCE PAYMENT REQUESTED

THIS PROPERTY IS PRIVATELY OWNED AND THE MANAGEMENT RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE, AND WILL NOT BE RESPONSIBLE FOR ACCIDENTS OR INJURY TO GUESTS OR FOR LOSS OF MONEY, JEWELRY OR VALUABLES OF ANY KIND. THIS MOTOR COURT IS BEING OPERATED AS A MOTOR COURT AND NOT AS A HOTEL. LOCAL PHONE CALLS 10¢. ALL LONG DISTANCE CALLS MUST BE PAID WHEN PLACED. OUR HEALTH REGULATIONS WILL NOT PERMIT US TO TAKE PETS.

NAME *E. F. Johnson & R. B. Busch*STREET *572 1/2 Milan St*CITY *Shreveport* STATE *La*

CAR LICENSE NO. \_\_\_\_\_ STATE \_\_\_\_\_

MAKE \_\_\_\_\_ STYLE OF CAR \_\_\_\_\_ NUMBER PERSONS *2*

UNIT NO. \_\_\_\_\_

NAME OF GUEST

*Johnson - Busch*UNIT NUMBER *5*RATE *8.00 12 PM*DATE IN *1-4-55*

DATE OUT \_\_\_\_\_

## DAYS OCCUPIED

SUN.

MON.

TUE. *(Pl)*

WED.

THUR.

FRI.

SAT.

TOTAL DAYS *1*AMOUNT PAID *8.00*

*F. Randolph D. McClaron,  
Manager of the  
El Montan Motor  
Hotel.  
E. F. Johnson & R. B.  
Busch 572 1/2  
Milan St.,  
Shreveport La,  
Retired 6-5-1956.*



## EXHIBIT No. 27

# ONE-WAY TRAILER LEASE CONTRACT

## BETWEEN U-HAUL CO., Lessor AND

Lessee's Name John J. [unclear]Mailing Address 224 [unclear] St.Driver's License No. 935 STATE LaAuto License No. 805932 STATE of LaLessor agrees to lease TRAILER NUMBER 141 OWNER H. [unclear] MODEL 1117 SERIAL 1117and ACCESSORY EQUIPMENT Hitch, Ratchet, Tail, etc.for and in consideration of the RENTAL CHARGE \$20.00 TAX Xfor a period of time not to exceed 4 daysContract date and date trailer obtained 7-4-1955

Check	<input type="checkbox"/> Very Good
Tire	<input checked="" type="checkbox"/> Good
Condition	<input type="checkbox"/> Fair

The Lessee understands and agrees that said trailer and equipment remain the property of U-Haul Co., and that the failure of the Lessee to return said trailer and equipment to U-Haul Co. within 30 days from the date obtained will constitute larceny by bailee, and subject the Lessee to prosecution therefore.

The Lessee further agrees to pay U-Haul Co. for any loss of or damage to said trailer and accessory equipment while in his custody and to return said trailer to the below designated "Receiving Station" in the same good condition as when received, and to maintain the trailer, and to repair or replace lost, damaged or broken parts at his own expense and or to reimburse the Lessor for any such replacements, repairs and hauling expenses resulting from the Lessee's use of said trailer.

The Lessee further agrees to indemnify and hold harmless the Lessor from any and all damages and/or liability arising out of or resulting from the use by the Lessee of said trailer and equipment including damages and liability resulting from the negligence of the Lessor or his duly authorized agents.

The Lessee agrees to assume liabilities for any and all damages to personal property while being transported in the trailer including damages caused by fire, water, theft and collision.

The Lessee further agrees to pay for overtime use of said trailer at the daily rate ordinarily charged for said trailer.

Lessor may take possession of said trailer and equipment at any time after the above mentioned time limit has expired, and for said purpose Lessor may enter upon the premises of Lessee without becoming liable for trespass.

The Lessee hereby acknowledges that he has examined the trailer and coupling mechanism, and that said trailer and coupling mechanism are in good condition and that the trailer is securely connected to his automobile. The Lessee agrees to periodically inspect said trailer and coupling mechanism and to maintain them in a safe, dependable and secure condition while in his custody.

The Lessee agrees to reimburse Lessor for all attorney fees, court costs, and other expenses incurred by the Lessor to enforce collection or to preserve or enforce Lessor's rights under this agreement.

THIS EQUIPMENT IS PROTECTED BY THE WILLIAM J. BURNS INTERNATIONAL DETECTIVE AGENCY, INC.

Lessee's Signature [Signature] 200641Discharging Station [unclear] CITY [unclear] STATE [unclear]Receiving Station [unclear] CITY [unclear] STATE [unclear]Mileage 100 Rate \$1.00 Highway [unclear]Address [unclear] CITY [unclear] STATE [unclear]CODE NO. [unclear] STATE [unclear]

BELOW TO BE FILLED IN BY RECEIVING STATION

Date trailer and accessory equipment received 19Overtime or repair charges collected \$ 00Check here ☐ if damaged and attach Accident Report and Damage Inspection Report.

## EXHIBIT No. 28



EXHIBIT #6

**arcoa inc.**

4787 S. E. HAWTHORNE BOULEVARD  
MAILING ADDRESS: P. O. BOX 6726  
PORTLAND 66, OREGON • PHONE 664-6581

CLEARING HOUSE FOR THE U-HAUL TRAILER RENTAL SYSTEM

January 30, 1958

Mr. Paul E. Kamerick  
Room #101  
Senate Office Building  
Washington 25, D. C.

Dear Mr. Kamerick:

We are writing in reference to your phone inquiry concerning the return of a U-Haul trailer in January, 1955 to our System after a rental in San Antonio, Texas by an E. F. Johnson or Bob Bunch.

In checking what records were at this time available we find trailer #121 UV 1189 renting in San Antonio early in January, dispatched to Shreveport, Louisiana. The next rental of this trailer is from Shreveport a few days later. We therefore assume that the trailer was returned to the Shreveport dealer as agreed by the lessee.

We trust this information will be helpful and are sorry we were unable to check the particular contract for you, but this is not available.

Sincerely,

*L. L. Taylor*  
L. L. Taylor

LLT:ms

EXHIBIT No. 40

*Motor Carrier Labor Advisory Council* (4)JOHN BRIDGE, EXECUTIVE CHAIRMAN  
MOTOR CARRIER LABOR CONSULTANTTELEPHONE  
SUPERIOR 7-978158 EAST WALTON STREET  
CHICAGO 11, ILLINOIS

12/10/55

Mr. G. Howard Johnson, Pres.  
Independent Truckers Inc.  
4684 Leavenworth  
Omaha, Neb.

Dear Sir;

Bulletins or letters posted at your terminal by intra-state carriers and signed by Nebraska representatives of the Teamsters Union will not change your status with regard to the interchange of freight with these carriers.

I am reliably informed that your inter-state motor truck operations outside of the state of Nebraska will be subject to economic action or interruption of service if you decide to resume "INTERLINING" of freight with these intra-state carriers.

Releasing this information is part of our regular Motor Carrier Labor Advisory Council service.

Yours truly,

MOTOR CARRIER LABOR ADVISORY COUNCIL

*John Bridge*  
JOHN BRIDGE, Executive Chairman

JB:jb



## EXHIBIT No. 41

June 13, 1937

Mr. John L. Kaeshin  
P. O. Box 633  
Eagle River, Wisconsin

Dear Mr. Kaeshin:

I did not forget my promise to call you or visit you at your office on Monday or Tuesday before you got away to Eagle River. However, as you know, this week the Joint Area Committee has been meeting daily at the Shoreland Hotel. We finished our sessions at 1:30 Thursday afternoon.

It was rather a hectic session - more than 100 grievance claims to be heard. Very thankful that most of them, half of them were disposed of by mutual agreement between the union and company management.

So far as I know now, our friend will go on trial on Monday, June 17 at Washington, with conditions somewhat more favorable for him. In any event, the various contacts suggested at our meeting at the Bismarck Hotel have been concluded with favorable results.

I will keep you informed with regard to the proceedings and other pertinent matters relating to the contest for the position of President General.

Now that the Joint Area hearings are out of the way for another quarter, I will have ample time to explore with the officers of Smith Transportation and Attorney Andersky, the matter of purchase option that has been pending for several weeks. When I have succeeded in obtaining a firm option on the interstate rights between Buffalo and New York, New Jersey, etc. I will probably arrange to visit you at Eagle River at a time to suit your convenience.

With kind regards, I remain

Yours truly,

John Bridge

JB:MS

cc: Mr. J. L. Kaeshin  
office

EXHIBIT No. 42

February 22, 1957

Mr. J. L. Keeshin, Pres.  
C. A. Conklin Truck Line, Inc.  
38 So. Dearborn St.  
Chicago, Illinois

Dear Mr. Keeshin:

John T. "Sandy" O'Brien will instruct the office workers organizer, Bill Joyce, to defer his organizing activities in relation to C. A. Conklin Truck Line and Truck Rail Terminals, Inc.

Yours truly,

MOTOR CARRIER LABOR ADVISORY COUNCIL

JOHN BRIDGE, Executive Chairman

JB:MS







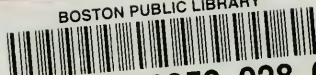








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